



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Certify the Filing of a Mitigated Negative Declaration by the Community Development Director as Adequate Environmental Documentation for the Proposed Lodi Skate Park Project at Kofu Park and Adopt Resolution Authorizing the City Manager to Enter into an Agreement with Spohn Ranch for the Design, Construction, and Operation of a Skate Park Facility at Kofu Park and Authorize Staff to Proceed with Construction (\$540,522.19)

MEETING DATE: June 6, 2001

PREPARED BY: Community Development Director and Parks and Recreation Director

RECOMMENDED ACTION: That the City Council certify the filing of a Mitigated Negative Declaration by the Community Development Director as adequate documentation for the Lodi Skate Park and adopt the attached resolution authorizing the City Manager to enter into an agreement with Spohn Ranch for the design, construction, and operation of a skate park facility at Kofu Park and authorize staff to proceed with construction.

BACKGROUND INFORMATION: The City of Lodi is proposing to construct an outdoor, above ground skate park in Kofu Park. The skate park will be located on the bottom of a small storm water retention basin that is just north of the tennis courts and south of the baseball diamond.

The bottom of the existing basin is approximately 8 feet below the street grade. A 20,164 square foot concrete slab will be constructed on the floor of the basin. Various pieces of modular skate apparatus, covering approximately 16,000 square feet, will be placed on the slab. There will also be a 960 square foot building, which will serve as an office, pro shop and snack bar. The storm drainage system will be modified so that the basin can remain dry for most of the year.

The Mitigated Negative Declaration/initial study was prepared by the Community Development Department with the assistance of the acoustical engineering firm of Bollard and Brennan, Inc. who did the noise analysis. The document was prepared to comply with the California Environmental Review Quality Act (CEQA) and State CEQA guidelines. The purpose of the document is to identify and address potential environmental impacts that may result from implementation of the proposed project. The City, based on the findings of the initial study, has determined that all environmental impacts that result from this project, can be mitigated to a less than significant level. Mitigation measures will be adopted as a part of the Mitigated Negative Declaration package to assure that all potentially significant impacts will be mitigated.

The Mayor's Ad-hoc Skate Park Committee recommended to the City Council that a skate park be designed, built, and operated by Spohn Ranch, and be built at Kofu Park. The City Council asked for an

APPROVED: _____

H. Dixon Flynn --- City Manager

05/25/01

environmental study regarding noise at this location, which resulted in a finding that all impacts can be mitigated to a less than significant level. The departments of Public Works, Community Development, and Parks and Recreation have all worked together to negotiate a contract with Spohn Ranch for this project. The project will include a 20,164 square foot concrete pad, 16,000 square feet of equipment, a 960 square foot pro shop, lighting, grading, retro-fitting of the irrigation system, and additional fencing. Expenses include \$219,303.89 to Spohn Ranch for design, construction, and equipment for the skate park and pro shop and \$321,248.30 in grading, concrete, fence, irrigation and other improvements to be completed by the City.

The estimated costs of improvements to be completed by the City are based upon Parks and Recreation staff estimates. Mr. Cunningham and Mr. Vaccarezza, members of the Mayor's Ad-Hoc Skate Park Steering Committee, have been working very hard to secure donations toward the project as well. Mr. Vaccarezza has offered to cover the cost of a gate listed on the estimate sheet. Mr. Vaccarezza and Mr. Cunningham have also committed to donating funds toward the pro shop.

The proposed contract is for five years, with a five-year extension. Payments being made to the City are for 5% of the gross revenue up to \$100,000, 4% from \$100,000 to \$200,000, and 3% of all above \$200,000. The contract requires a minimum of six days per week of operation, with a minimum of three hours of free session time per week.

FUNDING: Project Estimate: \$540,552.19

Capital Improvement Program Fund \$435,552.19

Electric Department/Public Benefits Program \$105,000.00

Funding Available:

Vicky R. Smith for
Vicky McAthie, Finance Director

David Morimoto
for Rad Bartlam
Community Development Director

Roger Baltz
Roger Baltz
Parks and Recreation Director

Alan Vallow
Alan Vallow
Electric Utility Director

Wally Sandelin
for Richard Prima
Public Works Director

Prepared by David Morimoto, Senior Planner and Michael Reese, Recreation Supervisor

Attachments

cc: City Attorney

From the Desk of

David Vaccarezza

May 30, 2001

Lodi Skate Park Committee

RE: Kofu Skate Park Project

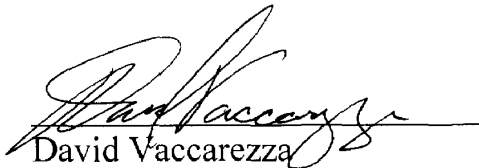
Gentlemen:

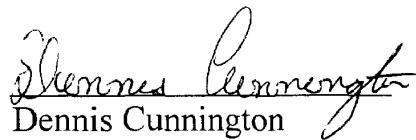
On behalf of Dennis Cunningham and myself, we would like to confirm our donation to the Skate Park effort.

Dennis and I will be picking up the cost of the move and placement of the Skate Park Pro Shop which has been fabricated by Meehleis Modular and is presently located in their Corporation yard.

The estimated cost of the move and placement is approximately \$4,000.00 to \$6,000.00. The commitment is based upon the City's acceptance of the proposed Skate Park as presented at the June 6th, 2001 Lodi City Council Meeting.

Sincerely,


David Vaccarezza


Dennis Cunningham

AGREEMENT FOR DESIGN, CONSTRUCTION AND OPERATION OF
LODI SKATE PARK

THIS AGREEMENT is made and entered into, by and between the CITY OF LODI, a municipal corporation organized and existing under the Constitution and Laws of the State of California, hereinafter referred to as the "City," and SPOHN RANCH, INC., a California corporation, hereinafter referred to as the "Concessionaire," and pursuant to the authority granted by Resolution No. _____, adopted by the Council of the City of Lodi on the ____ day of _____ 2000.

WITNESSETH:

WHEREAS, City is the owner of that certain real estate located in the City of Lodi, County of San Joaquin, State of California, known as Kofu Park; and

WHEREAS, City and Concessionaire wish to enter into an agreement providing for the construction and operation of a skate park.

NOW, THEREFORE, for and in consideration of the premises and mutual benefits flowing to the parties herein, the parties hereto agree as follows:

1. TERM—The term of this Agreement shall be for one five-(5-)year period and one additional five-(5-)year renewal period, beginning with the date upon which this instrument is executed.

The renewal period shall be automatic unless either party makes written notification of non-renewal to the other party at least one year prior to the renewal date.

The parties reserve the right to renegotiate the terms of the Agreement within the first ninety (90) days of the renewal period.

2. PREMISES—City hereby agrees to provide to Concessionaire, subject to the conditions and restrictions as hereinafter provided, the site located within Kofu Park listed below and designated in the sketch attached hereto as Exhibit A, which is made a part of this Agreement. It is understood and agreed that Concessionaire shall have the use of the premises for twelve (12) months out of the calendar year, unless the parties otherwise agree in writing to close the premises for particular event(s). Concessionaire agrees that City may direct the skate park to be closed for up to four (4) days per calendar year with at least ten (10) days written notice of the closure being given Concessionaire by City.

3. CONSTRUCTION—Concessionaire agrees to provide design, construction and ramp installation, and further agrees to manage and operate the same within the site in Kofu Park. All skate ramps shall be equipped with full enclosures and metal tubing shall be capped. Deck surfaces shall not exceed eight (8) feet in height above the concrete slab. Concessionaire agrees to provide a pro-shop.

City shall pay Concessionaire the sum of \$219,303.89 for the design and construction of the skate park facilities being provided by Concessionaire as shown in Exhibit B. City shall own all improvements and equipment listed in Exhibit B. Concessionaire shall furnish, install, and own all pro-shop furniture, shelving fixtures, equipment and products.

City shall furnish and install the following improvements for use by Concessionaire:

- Chain-link fence with mow strip to enclose skate park area (option B)
- Concrete pad (to Spohn Ranch specifications)
- Sprinkler system modifications
- Lighting system (30 foot candle, and a 1:2 uniformity ratio.)
- Grading and access improvements (path)
- Site preparation for pro shop
- Electrical service to pro shop

All work shall conform to applicable standards and City requirements. Concessionaire will be consulted as to design and construction requirements.

4. RENT—Concessionaire shall pay to City for the use of the heretofore described premises Five (5) percent of the gross revenue up to \$100,000, four (4) percent of the gross revenue between \$100,000 and \$200,000, and three (3) percent of the gross revenue above \$200,000 measured on an annual basis. Gross revenue shall not include sales tax.

Concessionaire shall, within forty-five (45) days following the anniversary of opening day of this facility, remit payment to the City Finance Director. Simultaneously with the payment provided for herein, Concessionaire shall submit to the City Finance Director an itemized accounting of all receipts taken in during the preceding year.

The Parks and Recreation Director shall reimburse Concessionaire for equipment and materials expenses incurred for extraordinary cleaning costs on the part of Concessionaire necessitated by storage of storm water in the Kofu Park basin.

It is further agreed that City shall have the right to inspect the financial records of Concessionaire, and further, the right of audit and recomputation of any and all amounts paid under this Agreement shall always be accorded to City. Should City notify Concessionaire in writing of its desire to inspect and/or audit its financial records, Concessionaire shall be obligated to produce such records and make them available at Concessionaire's office maintained at Kofu Park within five (5) business days of such notification.

5. LICENSES, TAXES, EXPENSES—Concessionaire shall be responsible for obtaining the appropriate licenses and permits, including a City business license and building permit, and paying all taxes, including possessory interest taxes, and other expenses related to the occupation and use of the premises, except as may be specifically provided herein.

6. OPERATION—Concessionaire shall operate a properly staffed skate park, pro-shop and concession at least six (6) days a week. The park shall be open a minimum of thirty (30) hours per week. Concessionaire shall limit the skate park, pro-shop and concession hours of operation to 9 a.m. to 10 p.m. Concessionaire may close the skate park on a temporary basis to assist in vandalism and disciplinary control. The skate park may also be closed during and shortly after storm events during which water is stored in the Kofu Park basin.

Concessionaire may charge a fee for admission, not to exceed \$5.00 for a three-(3) hour session, for members, and not to exceed \$10.00 for non-members. This fee may be re-negotiated on an annual basis with the Director of Parks and Recreation.

Concessionaire shall operate the skate park in a safe and controlled manner with a high standard of conduct required of all participants. The operation shall include provisions for participants of varying ages and skill levels. In addition, Concessionaire shall schedule at least three (3) hours per week for free public use, beginning at 2:00 p.m. or later on a weekday.

7. UTILITIES—It is understood and agreed that City shall be responsible for the payment of all water and sewer charges for the premises located within Kofu Park. Concessionaire agrees to limit its use of such utilities to reasonable and necessary usage to avoid unnecessary consumption of such utilities. Concessionaire shall be responsible for electricity in the pro shop, solid waste, gas, and telephone services.

8. MAINTENANCE AND REPAIRS—Concessionaire shall maintain, repair and/or replace the ramps and rails at the skate park. Concessionaire has the duty to and shall inspect the ramps, rails and concrete pad weekly. Concessionaire will inspect the concrete pad and make reports to The City of Lodi regarding the condition of the slab and maintain a log detailing the findings.

It is further understood and agreed that City shall be responsible for lawn mowing, irrigation system maintenance, exterior and structural maintenance, repair of the exterior of the building in which the skate park pro-shop is operated, and maintenance of the existing restrooms in the Kofu Park building.

Concessionaire shall have an affirmative duty to promptly report all known or possible concerns that may require repair, to the Parks and Recreation Director, and submit a service request for the work to be performed.

Concessionaire has the duty to and shall be responsible for daily cleaning and upkeep of the skate park and pro-shop.

9. MODIFICATIONS—No modification of the existing facilities will be made by Concessionaire without the written consent of City, acting through the Parks and Recreation Director.

10. ACCESS—Concessionaire shall allow City, its officers, agents or employees free access to the premises to ascertain if the premises are in a safe and sanitary condition and good repair and to make repairs to the extent required to be made by City under other sections of this Agreement.

11. PERMITTED USES—It is understood and agreed that Concessionaire shall have the use of the premises solely for the purposes of operating and managing a skate park, offering lessons and clinics, selling and/or renting skate-related items, acquiring corporate sponsorships, and selling food and beverages. Advertising is limited to that placed on printed material and on the ramp equipment enclosures below the upper deck surface and is not permitted on the fence except during special events. In no case may advertising materials face the Ham Lane public right-of-way, which is located on the east side of the facility. Use of amplified music is prohibited except during special events as approved by the Parks and Recreation Director.

12. SPECIAL EVENTS—It is understood and agreed that Concessionaire may use the premises for skate-related special events. These events shall be subject to conditions similar to the conditions of this Agreement, including the payment of the corresponding percentage of gross income to City, as provided herein, and restoration of grounds and facilities to the condition in which they were received. The minimum hours of operation required in this agreement will be waived during weeks in which special events are held. During special events, the facility may be open to competitors, and to public viewing.

13. INDEMNITY AND INSURANCE—

a. Disclaimer of Liability: Except to the extent caused by the negligence or intentional misconduct of City or of any employee of City, City shall not at any time be liable for injury or damage occurring to any person or property from any other cause whatsoever arising out of Concessionaire's construction, maintenance, repair, use, operation, supervision, condition or dismantling of the facility.

b. Indemnification of City: Except to the extent caused by the negligence or intentional misconduct of City or of any employee of City, Concessionaire shall, at its sole cost and expense, indemnify and hold harmless City and all associated, affiliated, allied and subsidiary entities of City, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnities by reason of any actual or alleged act or omission of Concessionaire, its personnel, employees, agents, contractors, subcontractors, lessees and/or invitees resulting in personal injury, bodily injury, sickness, disease or death to any person, or damage to, loss of, or destruction of tangible property, or any other right of any person, firm or corporation, to the extent arising out of or resulting from the construction, installation, operation, supervision, maintenance, use or condition of the skate park by Concessionaire or Concessionaire's facilities or Concessionaire's failure to comply with any applicable federal, state or local statute, ordinance or regulation governing Concessionaire's use of the premises.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnities by reason of any claim or lien to the extent arising out of work, labor, materials or supplies provided or supplied to Concessionaire, its contractors or subcontractors, for the installation, construction, operation maintenance or use of the premises or Concessionaire's facilities, and, upon the prior written request of City, Concessionaire shall cause such claim or lien covering City's property to be discharged or bonded within thirty (30) days following such request.

c. Indemnification of Concessionaire: Except to the extent caused by the negligence or intentional misconduct of Concessionaire or of any agent, servant or employee of Concessionaire, City shall, at its sole cost and expense, indemnify and hold harmless Concessionaire and its officers, partners, boards, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnities"), from and against: Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of City, its personnel, or employees, on the premises, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property.

d. Defense of Indemnities: In the event any action or proceeding shall be brought against the Indemnities by reason of any matter for which the Indemnities are indemnified hereunder, Concessionaire or City, as the case may be, ("Indemnitor") shall, upon reasonable prior written notice from any of the Indemnitees, at Indemnitor's sole cost and expense, resist and defend the same with legal counsel mutually selected by Indemnitee and Indemnitor; provided however, that neither Indemnitee nor Indemnitor shall not admit liability in any such matter or behalf of the other without express written consent, which consent shall not be unreasonably withheld or delayed, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without prior express written consent. The indemnifying party's duty to defend shall begin upon receipt of a written notice identifying with specificity the

allegations that give rise to this duty to defend and shall be co-extensive with the indemnifying party's indemnification obligations under the provisions of this Agreement.

e. Notice: The parties shall give each other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph.

f. Insurance: During the term of the Agreement, Concessionaire shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability.

iii. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Concessionaire, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage. This insurance will be in force during construction, maintenance of facility, and special events.

iv. Concessionaire shall maintain insurance on all skate park equipment, including contents, equipment and inventory kept in the pro-shop/office, in an amount sufficient to replace same.

v. All policies, other than those for worker's compensation shall be written on an occurrence and not on a claims-made basis.

vi. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. Named Insureds: All policies, except for worker's compensation policies, shall name City and all associated, affiliated, allied and subsidiary entities of City, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

h. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Concessionaire in compliance with this paragraph, along with written evidence of payment of required premiums, shall be filed and maintained with City annually during the term of the Agreement. Concessionaire shall immediately advise City of any claim or litigation that may result in liability to City. City shall immediately advise Concessionaire of any claim or litigation that may result in liability to Concessionaire.

i. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Agreement shall contain the following endorsement:

Written notice shall be given to City by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by mail, in an acceptable and normal time period, never less than thirty (30) days.

j. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of California or surplus line carriers on the State of California Insurance Commissioner's approved list of companies qualified to do business in the State of California. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company.

k. Deductibles: All insurance policies may be written with deductibles not to exceed \$10,000. Concessionaire agrees to indemnify and save harmless City, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

l. Contractors: Concessionaire shall require that each and every one of its contractors and their subcontractors who perform work on the premises to carry, in full force and effect, worker's compensation, comprehensive public liability and automobile liability insurance coverages of the type which Concessionaire is required to obtain under the terms of this paragraph with appropriate reasonable limits of insurance.

m. Review of Limits: Once during each calendar year during the term of this Agreement, City may review the insurance coverages to be carried by Concessionaire. If City reasonably determines that higher limits of coverage are necessary to protect the interests of City or the Additional Insureds, Concessionaire shall be so notified in writing and shall obtain the reasonable additional limits of insurance at its sole cost and expense.

n. Patron Waivers: Concessionaire shall require skate park patrons and/or members to sign waivers releasing City from any and all liability for injuries received as a result of their use of the skate park and indemnifying City from any liability incurred by City as a result of their use of the skate park. Such forms shall be approved by the City in advance of the park's opening.

14. **TERMINATION**—Either party shall have the right to terminate this Agreement by giving the other party six (6) months written notice of its intention to do so.

15. **FORCE MAJEURE**—Neither City nor Concessionaire shall be deemed to be in breach of this Agreement by reason of failure to perform any of its obligation under this Agreement if, and to the extent that such failure is due to embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, sabotage, strikes, boycotts, labor disputes, weather conditions, riots, rebellion, and any circumstances for which it is not responsible and which are not within its reasonable control. This provision shall not apply to failures by Concessionaire to make money payments required by this Agreement, except in those cases where provision is made in this Agreement for the abatement of such payments under such circumstances, and this provision shall not prevent either party from exercising its rights of termination herein granted.

16. **DEFAULT**—In the event Concessionaire fails to perform any of the conditions, covenants, and agreements contained herein and refuses to perform within thirty (30) days of written notice

from City of such failure, City shall have the right and option to terminate this Agreement upon thirty (30) days written notice to Concessionaire. In addition, City shall have the right and option to terminate this Agreement upon thirty (30) days written notice upon the occurrence of the following events:

- (a) Concessionaire becomes insolvent or is adjudged a bankrupt (voluntarily or involuntarily) by actions filed in either state or federal court.

17. NOTICE—All notices and payments of funds required to be given hereunder by either party shall be deemed to have been sufficiently given by depositing the same in the United States Mail, certified, return receipt requested, with proper postage affixed thereto, and addressed as follows:

To Concessionaire:

Spohn Ranch, Inc.
15131 Clark Avenue
City of Industry, CA 91745

To City (for matters other than the payment of rent and utilities as provided for herein):

Roger Baltz
Parks and Recreation Director
City of Lodi
125 North Stockton Street
Lodi, CA 95240

Vicky McAthie
Finance Director
City of Lodi
212 West Pine Street (mailing address: P. O. Box 3006
Lodi, CA 95240 Lodi, CA 95241-1910)

It is further understood and agreed that as an alternate method of compliance with the provisions herein of giving notice and payments of funds that the same may be hand delivered to the above-designated individuals, and the receiving party shall be required to execute an acknowledgement of receipt for said notice or payments of funds. It is agreed that this alternate method of compliance shall be as good and sufficient as if the same had been mailed to the respective party as required above.

18. ASSIGNMENT AND SUBLETTING—It is understood and agreed that no estate shall pass out of City to Concessionaire and that the premises herein provided shall not be subject to levy and sale and are not assignable by Concessionaire without the express written consent of the City. Concessionaire shall not sublease the premises, in whole or in part, except with the prior written consent of City.

19. INDEPENDENT CONTRACTOR—Concessionaire shall occupy the relationship of an independent contractor in the performance of the obligations of this Agreement, and the necessary records shall be so as to preserve such relationship between Concessionaire and City.

20. NON-DISCRIMINATION—Concessionaire further warrants and agrees that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in

any program or activity for which these premises are used and that Concessionaire is an equal-opportunity and affirmative-action employer and organization.

21. **DRUG-FREE POLICY**—Concessionaire shall agree to maintain a drug-free skate park, including both employees and patrons. The unlawful manufacture, distribution, dispensing, possession, use or being under the influence of controlled substances (drugs) and/or alcohol during operating hours is prohibited.
22. **COMPLIANCE WITH LAWS**—Concessionaire's use of the premises shall comply with all present and future laws, ordinances, codes, and regulations of federal, state, and local government. Concessionaire shall not create or permit any nuisance on the premises.
23. **LIENS**—Concessionaire shall not have the authority or right to create any liens for labor and material upon City's interest and premises hereby provided. All persons contracting with Concessionaire for alterations and repairs thereof and all material men, agents, lessees, contractors, mechanics and laborers are hereby charged with notice that they must look to Concessionaire for the payment of any bill for work done or materials furnished during the period of disagreement.
24. **RIGHTS CUMULATIVE**—All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law. Nothing contained herein shall impair the right of City to exercise its governmental and legislative functions.
25. **ENFORCEABILITY OF PROVISIONS**—If any provision of this Agreement or the application thereof to any party or circumstances should be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other party or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
26. **WAIVER OF COMPLIANCE**—No failure of City to exercise any power given City hereunder, or to insist upon strict compliance by Concessionaire of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of City's right to demand exact compliance with the terms hereof.
27. **GOVERNING LAW**—This Agreement has been made under and shall be construed in accordance with the laws of the State of California.
28. **DESCRIPTIVE READINGS**—Descriptive headings appearing upon this lease are for convenience only and are not to be construed either as a part of the terms and conditions or as any interpretation of the parties.
29. **ENTIRE AGREEMENT**—It is understood and agreed that the foregoing provisions constitute the entire agreement between the parties hereto. Any amendment or changes to the terms hereof must be in writing and properly executed and attested to by both parties in order to be binding.

This Agreement shall not become effective and enforceable until executed by both parties in writing.

IN WITNESS WHEREOF, City and Concessionaire have caused their proper officers to hereunto set their hands and affix their seals the day and year first above written.

CITY OF LODI

Attest:

BY: _____
H. Dixon Flynn
City Manager

Susan J. Blackston
City Clerk

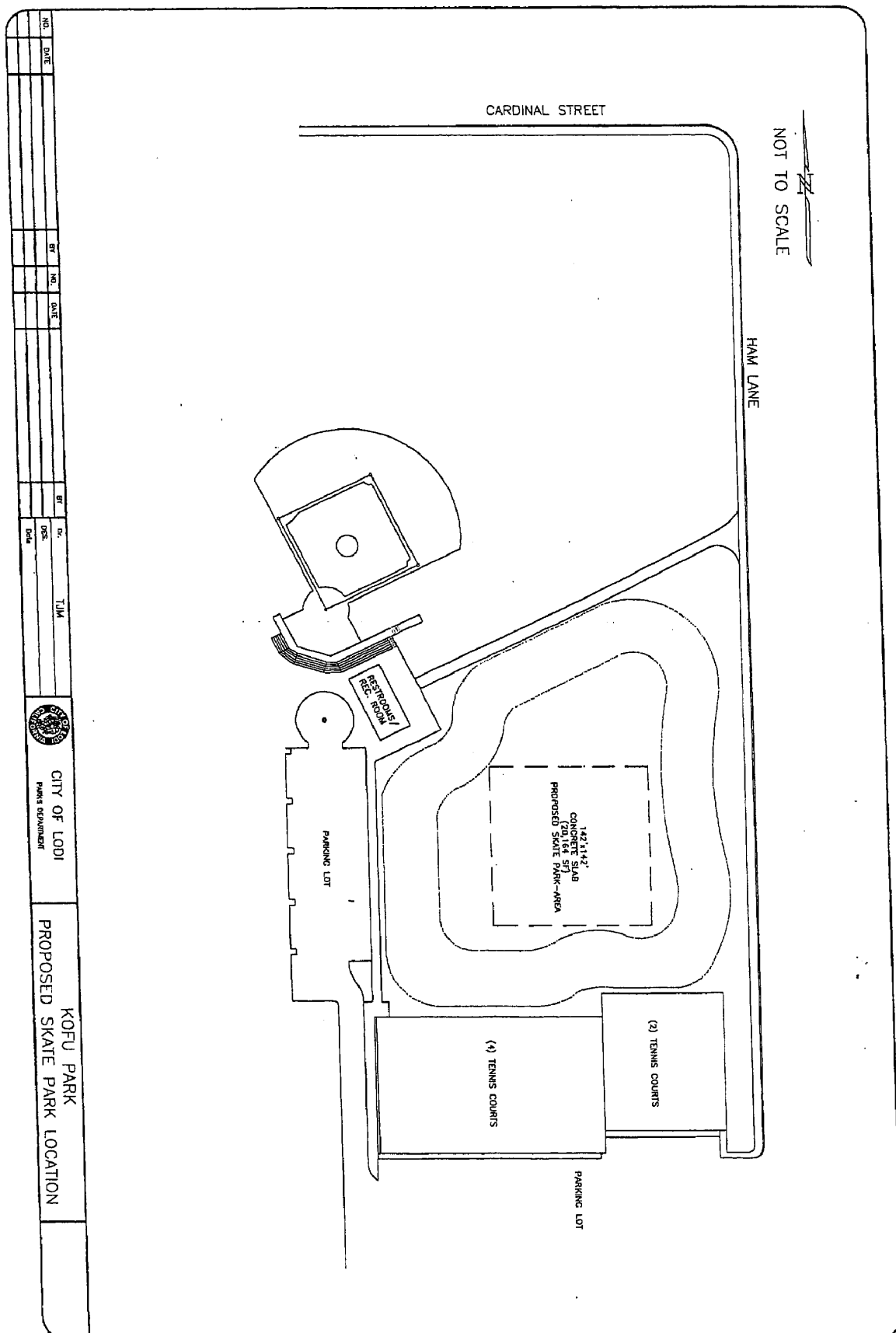
Approved as to Form:

Date

Randall A. Hays
City Attorney

SPOHN RANCH, INC.

BY: _____
Aaron Spohn
President/ CEO



LODI, CA

Item #	Equipment	Skatelite Pro
1	4' Quarter Pipe	\$ 3,733.38
2	4' Quarter Pipe/ Hipped into Mini Ramp	\$ 3,801.60
3	4' Mini Ramp (With Floor)	\$ 27,876.13
4	4' Radiused Bank/ Hipped into Mini Ramp	\$ 3,801.60
5	4' to 6' Raked Radiused Bank with Planter	\$ 7,294.12
6	6' Radiused Bank	\$ 3,473.39
7	Launch Box	\$ 5,825.45
8	3' Tall Fun Box w/ Dbl.-Raked Planter & Flat Planter	\$ 20,561.36
9	2' Tall Fun Box w/ Raked Planter, Rail, Filled Corners	\$ 13,540.53
10	5' Radiused Wedges with 42" Kicker	\$ 10,818.29
11	6' Quarter Pipe	\$ 4,046.18
12	4' to 6' Raked Quarter Pipe	\$ 8,092.35
13	4' Quarter Pipe	\$ 6,982.65
14	4' Quarter Pipe Hipped with Start Ramp and Rail	\$ 13,158.56
15	4' Wedge with Filled Corner	\$ 7,522.12
16	Stealth Box	\$ 13,158.56
17	Beginner Fun Box	\$ 4,227.59
18	Manual Box	\$ 5,750.00
19	Free-Standing Grind Rail	\$ 525.00
20	Free-Standing Grind Rail	\$ 525.00
Total Equipment Costs		\$ 164,713.84
Shipping and Installation		\$ 39,500.00
Grand Total		\$ 204,213.84
ADDITIONAL OPTIONS		
Enclosures (Items 1-6, 10-15)		\$ 15,090.05
Revised Grand Total		\$ 219,303.89
<p style="text-align: center;">Spohn Ranch, Inc 15131 Clark Avenue, City of Industry, CA 91745 626-330-5803/ 626-330-5503 fax/ www.spohnranch.com/ spohn.ranch@gte.net</p>		

BACKUP ATTACHMENT #1

KOFU SKATE PARK
COST ESTIMATE
MAY 11, 2001

DESCRIPTION OF WORK	QUANTITY	UNIT PRICE	TOTAL PRICE
1. CLEARING & GRUBBING			
A) TURF REMOVAL	20,670 SF	.10	2,067.00
B) CONCRETE REMOVAL	125 SF	3.00	375.00
C) SAW CUTTING	40 LF	4.25	170.00
D) CHAIN LINK FENCE REMOVAL	24 LF	7.50	180.00
2. GRADING			
A) ROUGH & FINE GRADING	21,240 SF	.20	4,248.00
B) COMPACTION	21,240 SF	.40	8,496.00
C) IMPORTED SOIL	80 CY	35.00	2,800.00
3. UNDERGROUND ELECTRICAL			
A) PRO SHOP ELECTRICAL SERVICE	LUMP SUM	15,000.00	15,000.00
B) SPORTS LIGHTING SERVICE	LUMP SUM	40,000.00	40,000.00
C) "MUSCO" SPORTS LIGHTING SYSTEM	LUMP SUM	50,000.00	50,000.00
4. CONCRETE FLAT WORK			
A) 2 FT WIDE MOW STRIP	506 SF	4.50	2,277.00
B) PRO SHOP PIER FOUNDATION	LUMP SUM	10,000.00	10,000.00
C) SKATE SLAB W/ FIBER MESH	20,164 SF	5.00	100,820.00
D) SOFT CUT JOINTS	3,692 LF	.75	2,769.00
E) PATHWAY FROM PRO SHOP TO SLAB	500 SF	4.50	2,250.00
5. FENCE WORK			
A) 6 FT HIGH CHAIN LINK FENCE	241 LF	18.25	4,398.25
B) 12 FT WIDE GATE	1 EA	850.00	850.00
6. IRRIGATION			
A) RETRO-FIT EXISTING IRRIGATION	100,859 SF	.40	40,343.60
7. PRO SHOP AMENITIES			
A) EXTERIOR METAL RAMPS	2 EA	2,500.00	5,000.00

PROJECT SUB-TOTAL: \$292,043.90

10% CONTINGENCY: \$29,204.39

PROJECT TOTAL: \$321,248.30

MITIGATED NEGATIVE DECLARATION

Notice is hereby given that the City of Lodi Planning Department has determined that the following proposal will have no "Significant Impact on the Environment". Supporting documentation is available in the form of a "Preliminary Environmental Assessment" and is available for public review in the Planning Department Office, City Hall Building, 221 W. Pine Street. Anyone wishing to appeal the issuance of this Declaration to the Planning Commission may do so no later than the date indicated as "Last date to Appeal".

Date: November 6, 2000 Project Title: Lodi Skate Park

Responsible Agency: Lodi Planning Department Contact Person: David Morimoto

NAME OF PERSON, FIRM, OR AGENCY UNDERTAKING PROJECT:

City of Lodi Parks and Recreation Department

Address: 125 N. Stockton Street City: Lodi County: San Joaquin

Phone: (209) 333-6742 Michael Reese, Recreation Supervisor

PROJECT DESCRIPTION OF NATURE, PURPOSE, AND LOCATION

The proposed project is an outdoor, above ground skate park to be constructed in Kofu Park. The skate park will be located on the bottom of a small storm water retention basin that is approximately 8 feet below the street grade. A 20,000 square foot concrete slab will be constructed on the floor of the basin. Various pieces of modular skate apparatus, covering approximately 16,000 square feet will be placed on the slab. There will also be a 600 to 800 square foot building, which will serve as an office, proshop and snack bar. The drainage system will be modified so that the basin will remain dry most of the year.

Project Location City
LODI

Project Location County
SAN JOAQUIN COUNTY

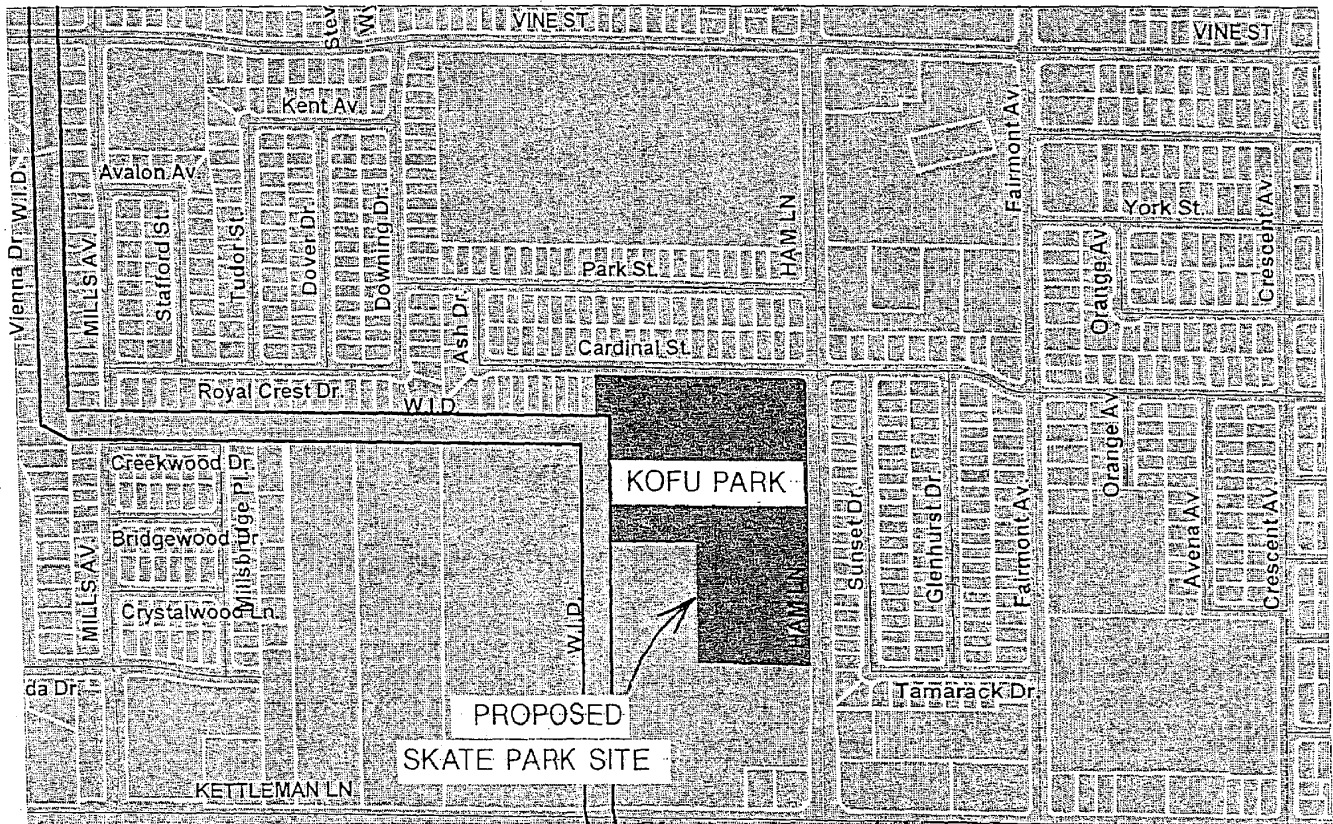
Last Date to Appeal:
November 30, 2000

Address Where Preliminary Environmental
Assessment is Available:

LODI CITY PLANNING DEPT.
221 W. Pine St., Lodi, CA 95240
Phone: (209)333-6711

City of Lodi Base Map

VICINITY MAP



SCALE 1 : 7,109



PRELIMINARY ENVIRONMENTAL ASSESSMENT – LODI SKATE PARK

1. Project title:
Lodi Skate Park
2. Lead agency name and address:
City of Lodi-Community Development Department
Box 3006, Lodi, CA 95241
3. Contact person and phone number:
David Morimoto, Senior Planner
(209) 333-6711
4. Project location:
San Joaquin County, CA.;
Kofu Park 1145 S. Ham Lane, Lodi
5. Project sponsor's name and address:
City of Lodi Parks and Recreation Dept.
125 N. Stockton Street, Lodi, CA 95240
6. General Plan designation: DBP – Detention Basin and Park
7. Zoning: Public
8. Description of project: The proposed project is an outdoor, above ground skate park to be constructed in Kofu Park. The skate park will be located on the bottom of a small storm water retention basin that is approximately 8 feet below street grade. A 20,000 square foot concrete slab will be constructed on the floor of the basin. Various pieces of modular skate apparatus, covering approximately 16,000 square feet, will be placed on the slab. The pre-fabricated equipment is modular and can be moved around to create different layouts. The existing trees and the grass area surrounding the skate pad will remain and additional trees may be planted for shade and screening. One or two trees at the southwest corner of the basin may be removed to provide a site for a small pro shop.

On the high ground adjacent to the parking lot, a 600 to 800 square foot pro shop will be constructed. The shop will serve as an office, pro shop and snack bar for the facility. There are existing restrooms at the northwest corner of the site and off street parking for over 125 cars near the site.

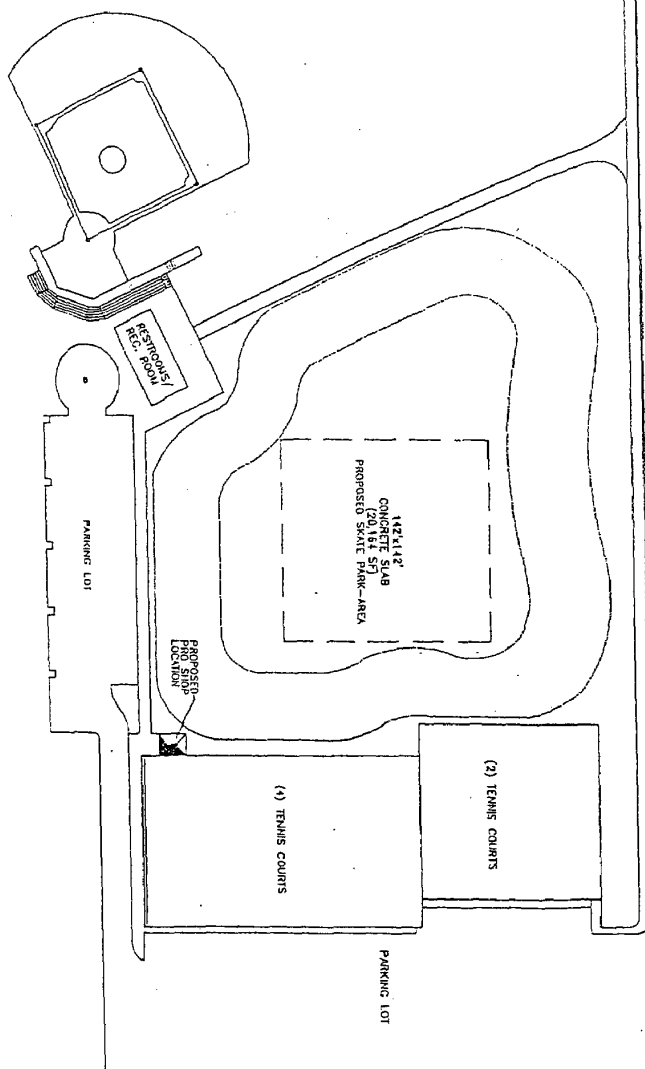
The subject basin, along with a larger basin to the north, are used as temporary storm water retention basins during periods of moderate to heavy rains. The storm water is held in the basins until it can be discharged to the WID canal to the west. With some minor modifications, the subject basin can be isolated from the larger basin to the north with a gate valve. This would allow the south basin to be kept dry except for a few days during peak runoff periods. All the skate park equipment is designed to withstand short periods of inundation.

The skate park may be operated by a private concessionaire who will charge an admission fee and oversee the operation and upkeep of the park. They could also conduct clinics, competitions and special events. Typical hours of operation could be 9:00 am to 9:00 pm on weekdays and 9:00 am to 11:00 pm on weekends and holidays. The exact hours of operation will be determined by the concessionaire subject to City approval.

The project site was selected after an extensive study and user survey conducted by the Skate Park Taskforce, made up of both interested adults and young people. Numerous sites were evaluated and the Kofu Park site was selected as the preferred location by the Taskforce.
9. Surrounding land uses and setting: The proposed project will be located in Kofu Park, an existing City park / basin. The park also serves as a storm drainage retention basin and sections of the park are depressed below grade. During periods of heavy storm water runoff the basins will fill with water for short periods of time until the water can be pumped into the nearby Woodbridge Irrigation District canal. The skate park will be located between some existing uses in the park. Bordering the skate park to the south are five lighted tennis courts and a parking lot. To the north is a lighted baseball diamond, with bleachers and a restroom facility and small clubhouse. To the west is a parking lot for the baseball complex. Beyond the park boundaries are the City's Municipal Service Center and corporation yards to the west and south. To the north of the baseball field, across Cardinal Street, are single family residences. To the east, across Ham Lane, are single family residences that rear to Ham Lane.
10. Other public agencies whose approval is required: None

HAM LANI

CARDINAL STREET



ID	DATE			BY	TO	DATE	Sr.	TOTAL	CITY OF LOS ANGELES PARK DEPARTMENT	KOFCU PARK PROPOSED SKATE PARK LOCATION
							REGS.			
							DUES			

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a (Potentially Significant Impact Unless Mitigation Incorporated?) by the checklist on the following pages.

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Transportation/Circulation | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Utilities and Service Systems |
| <input type="checkbox"/> Geological Problems | <input type="checkbox"/> Energy and Mineral Resources | <input checked="" type="checkbox"/> Aesthetics |
| <input type="checkbox"/> Water | <input type="checkbox"/> Hazards | <input type="checkbox"/> Cultural Resources |
| <input type="checkbox"/> Air Quality | <input checked="" type="checkbox"/> Noise | <input type="checkbox"/> Recreation |
| | <input type="checkbox"/> Mandatory Findings of Significance | |

ENVIRONMENTAL IMPACTS:

I. LAND USE AND PLANNING. *Would the proposed:*

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with general plan designation or zoning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with applicable environmental plans or policies adopted by agencies with jurisdiction over the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be incompatible with existing land use in the vicinity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Affect agricultural resources or operations (e.g., impacts to soils or farmlands, or impacts from incompatible land uses)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Disrupt or divide the physical arrangement of an established community (including a low-income or minority community)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

II. POPULATION AND HOUSING. *Would the proposal:*

a) Cumulatively exceed official regional or local population projections?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Induce substantial growth in an area either directly or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace existing housing, especially affordable housing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

III. GEOLOGIC PROBLEMS. *Would the proposal result in or expose people to potential impacts involving:*

a) Fault rupture?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
c) Seismic ground failure, including liquefaction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
d) Seiche, tsunami, or volcanic hazard?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Erosion, changes in topography or unstable soil conditions from excavation, grading or fill?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
g) Subsidence of land?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expansive soils?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
i) Unique geologic or physical features?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
IV. WATER. <i>Would the proposal result in:</i>				
a) Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exposure of people or property to water related hazards such as flooding?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Discharge into surface waters or other alteration of surface water quality (e.g., temperature, dissolved oxygen or turbidity)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
d) Changes in the amount of surface water in any water body?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Changes in currents, or the course or direction of water movements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Change in the quantity of ground water, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavation or through substantial loss of ground water recharge capability?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Altered direction or rate of flow of groundwater?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
h) Impacts to groundwater quality?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
i) Substantial reduction in the amount of groundwater otherwise available for public water supplies?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
V. AIR QUALITY. <i>Would the proposal :</i>				
a) Violate any air quality standard or contribute to an existing or projected air quality violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Expose sensitive receptors to pollutants?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Alter air movement, moisture, or temperature, or cause any change in climate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create objectionable odors?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
VI. TRANSPORTATION/CIRCULATION. <i>Would the proposal result</i>				
a) Increased vehicle trips or traffic congestion?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Hazards to safety from design feature, (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Inadequate emergency access or access to nearby uses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
d) Insufficient parking capacity onsite or offsite?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
e) Hazards or barriers for pedestrians or bicyclists?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflicts with adopted policies supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Rail, waterborne or air traffic impacts?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
VII. BIOLOGICAL RESOURCES. Would the proposal result in impacts to:				
a) Endangered, threatened or rare species or their habitats (including but not limited to plants, fish, insects, animals, and birds)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
b) Locally designated species (e.g., heritage trees)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Locally designated natural communities (e.g., oak forest, coastal habitat, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Wetland habitat (e.g., marsh, riparian, and vernal pool)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Wildlife dispersal migration corridors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VIII. ENERGY AND MINERAL RESOURCES. Would the proposal:				
a) Conflict with adopted energy conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Use nonrenewable resources in a wasteful and inefficient manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in the loss of availability of a known mineral resource that would be of future value to the region and the residents of the State?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
IX. HAZARDS. Would the proposal involve:				
a) A risk of accidental explosion or release of hazardous substances (including, but not limited to, oil, pesticides, chemicals, or radiation)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
b) Possible interference with an emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) The creation of any health hazard or potential health hazard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Exposure of people to existing sources of potential health hazards?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Increased fire hazard in areas with flammable brush, grass, or trees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
X. NOISE. Would the proposal result in: (See attachment A for complete noise analysis)				
a) Increase in existing noise levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of people to severe noise levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XI. PUBLIC SERVICES. Would the proposed have an effect upon, or result in a need for new or altered government services in any of the following areas:				
a) Fire protection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Police protection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Maintenance of public facilities, including roads?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Other government services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XII. UTILITIES AND SERVICE SYSTEMS. *Would the proposal result in a need for new systems or supplies, or substantial alterations to the following utilities:*

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a) Power or natural gas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Communications systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Local or regional water treatment or distribution facilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Sewer or septic tanks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Storm water drainage?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Solid waste disposal?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Local or regional water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XIII. AESTHETICS. *Would the proposal:*

a) Affect a scenic vista or scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a demonstrable negative aesthetic effect?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
c) Create light or glare?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

XIV. CULTURAL RESOURCES. *Would the proposal:*

a) Disturb paleontological resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Disturb archaeological resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have the potential to cause a physical change which would affect unique ethnic cultural values?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Restrict existing religious or sacred uses within the potential impact area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XV. RECREATION. *Would the proposal:*

a) Increase the demand for neighborhood or regional parks or other recreational facilities?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Affect recreation opportunities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XVI. MANDATORY FINDINGS OF SIGNIFICANCE	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number of restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or pre-history?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUMMARY OF POTENTIAL IMPACTS AND MITIGATION MEASURES

1) WATER

a. The project will be constructed on the floor of a drainage basin in Kofu Park. The basin is part of the storm water retention system that is used to temporarily used to hold storm runoff until it can be pumped into the WID canal or the Mokelumne River. The skate park will require some modification of the system to minimize the number of days the basin is filled with water.

MITIGATION – The City will install a gate valve between the southern basin where the skate park will be located and the main basin to the north. This will allow the City to fill the northern basin while leaving the southern basin dry. When there is a need for additional storage capacity, the gate can be opened and the southern basin flooded. This two-stage system will maintain the City’s storm drainage capacity while limiting the number of days the skate park will be flooded to a few days per year in a normal year. All the skate park equipment is designed to withstand limited periods of inundation.

b. Flooding of the southern basin will inundate the skate park and could present a safety problem.

MITIGATION – New fencing will be placed along the north side of the southern basin to fully enclose the skate park. This will allow the two basins to be independently closed to the public when ever one or both of the basins are filled with storm water. A new entrance to the skate park will be constructed at the southwest corner of the basin next to a proposed pro shop. Entry to the skate park will be monitored from the pro shop and no one will be allowed into the basin when is filled with water. The City will provide prior warning before the basin is filled. They will also determine when it is safe to reopen the park to the public.

2) NOISE (see attachment A for complete noise analysis)

a. The proposed skate park could result in an increase in noise levels in the area surrounding Kofu Park. In order to determine the noise impact of the proposed project, the City had the noise control engineering firm of Bollard and Brennan conduct a noise study of the project site to determine what if any impacts the skate park would have on the neighborhood. Their study, titled “Revised Environmental Noise Analysis – Lodi Skate Park” is included in this document as Attachment A. The consultants conducted a continuous noise level monitoring at the backyard of the residence located at

1239 South Sunset between Wednesday September 20 and Monday September 25, 2000. This address is directly east of the proposed skate park site and is one of the closest residences to the park. The rear property line of this residence is approximately 150 feet from where the skate park equipment will be located. The results of the noise monitoring is summarized as follows: Daytime (7am to 10 pm) ambient noise levels at backyard of 1239 S. Sunset range from a low of 66.4 dB Leq on Sunday Sept. 24 to a high of 69.3 dB Leq on Monday Sept. 25. Nighttime (10 pm to 7 am) ambient noise levels range from a low of 58.4dB Leq on Sunday Sept. 24 to a high of 61.1 dB Leq on Friday Sept. 22. Based on data collected from other existing skate parks, the study predicted that the noise levels to the nearest residences to the Lodi Skate Park site would be in the range of 40 – 43 dB Leq. This level would be well below the existing ambient noise level at the residential property lines and below the 60dB Leq maximum noise levels established by the Lodi General Plan as acceptable for residential properties. (See attached Bollard and Brennan report for complete text)

No significant impact. No mitigation required.

Optional Mitigations

Although the study determined that the proposed skate park will not have a significant noise impact on the surrounding residences, Bollard and Brennan have suggested the following measures to further reduce the noise levels generated by the project. These are optional mitigation measures and are not required by the report.

1. The ramps be equipped with full enclosures. All metal tubing should be capped on the ends to avoid sound which propagates through the hollow metal.
2. If boom boxes are allowed at this facility, the facility should include a semi-enclosed area which is not open to the east or north. This box-like structure should be constructed of masonry or concrete, and should be located at the southern edge of the skate area.
3. If boom boxes are allowed at this facility, signs should be posted informing park users to restrict volume levels and to utilize the enclosures. If recurring complaints arise regarding boom-box usage, the City should discontinue allowing boom-box usage at the facility.
4. Since the predicted noise levels are very close to the recommended State of California "Model Community Noise Control Ordinance" 45dBA Leq nighttime criterion, it is recommended that operations are limited to no later than 10:00 p.m.
5. Upon commencement of activities at the skate park, the City should conduct periodic reviews of the facility to ensure that it does not become a source of nuisance noise at the neighboring residential area. If it is determined that the users of the park are creating nuisance noise, the following measures could be considered by City to mitigate excessive noise:
 - A. The hours and days of skate park usage could be restricted.
 - B. A skate park supervisor could be required during park usage hours.
 - C. Persons causing noise complaints could be restricted from future usage of the facility. This measure would also require supervision.

3. AESTHETICS

- a. The skate park will be lighted to provide security and to allow the facility to be utilized in the evening and nights. The additional lights may spill over into surrounding areas.

Potentially significant impact. Mitigation required.

Mitigation Measures

The City will review the design plans to make sure the lights are appropriate in terms of location and height. They will also require that all lights be shielded or directional lights that direct the lights on the skate park and not onto surrounding properties. Once the lights are installed and operational, the City will check the lighting pattern to determine if additional measures are required. Additionally, the City will make sure that the amount of lighting is not excessive and is only enough to provide a safe skating environment.

The City will also place restrictions on the hours of operation , particularly on nighttime hours. Hours of operation can be modified if problems with the lights become a significant I

DISCUSSION OF ITEMS CHECKED LESS THAN SIGNIFICANT IMPACT

1. AIR QUALITY

During the construction of the park, there might be some air emissions in the form of dust and diesel exhaust due to construction equipment. The amount and duration of emissions will be minimal due to the nature of the project. The only structures that will be constructed onsite the 20,000 square foot concrete slab and the foundation for the proshop. All skate park equipment (ramps, Half pipes, etc.) will be prefabricated and trucked to the site. Some assembly will be required. The City is planning to use an existing modular building for the proshop that can be placed on the foundation. Some additional walkways may also be required. The actual time that heavy equipment will be required will be very short and will not significantly affect air quality.

No significant impact – No mitigation required.

2. TRANSPORTATION/CIRCULATION

The skate park will generate some additional vehicular traffic to the park. It is not anticipated that the number of additional trips will be significant, particularly relative to the existing traffic volume on Ham Lane. Currently 17,500 vehicles, on average, drive past the project site daily. Even if the park generated an additional 100 vehicle trips per day, this would be less than a 1% increase. The actual number of vehicle trips is likely to be less since most of the patrons will skate or ride their bikes to the facility. Additionally the park is on the regular route of the City's Grapeline bus and the SMART bus line.

No significant Impacts. No mitigation required

RECOMMENDATION : MITIGATED NEGATIVE DECLARATION

ATTACHMENT "A"

Revised Environmental Noise Analysis

Lodi Skate Park

Project # 2000-154

City of Lodi

Prepared For:

City of Lodi Community Development Dept.

Mr. David Morimoto

P.O. Box 3006

221 West Pine Street

Lodi, CA 95241-1910

Prepared By:

Bollard & Brennan, Inc.



Jim Brennan

Vice President

Member, Institute of Noise Control Engineers

October 26, 2000

Bollard & Brennan, Inc.

3805 Taylor Road, Suite 2 - Loomis, California 95650 - (916) 660-0191 - Fax: (916) 660-0192



INTRODUCTION

The City of Lodi proposes to construct a Skate Park near the southwest corner of Ham Lane and Cardinal Street in the City of Lodi, California. The park would be available for use by skateboarders and in-line skaters Sunday through Thursday between the hours of 9 a.m. and 9 p.m., and between 9 a.m. and 11 p.m. on Friday and Saturday. The project site is shown by Figure 1.

The proposed Skate Park site is located approximately 150 feet from the nearest existing residential property line to the east and approximately 700 feet from the nearest existing residential property line to the north, as illustrated by Figure 1. As a result of the proximity to that noise-sensitive area, the City of Lodi has requested that an acoustical analysis be prepared for this project. Bollard & Brennan, Inc. was retained by the City of Lodi to complete such an analysis.

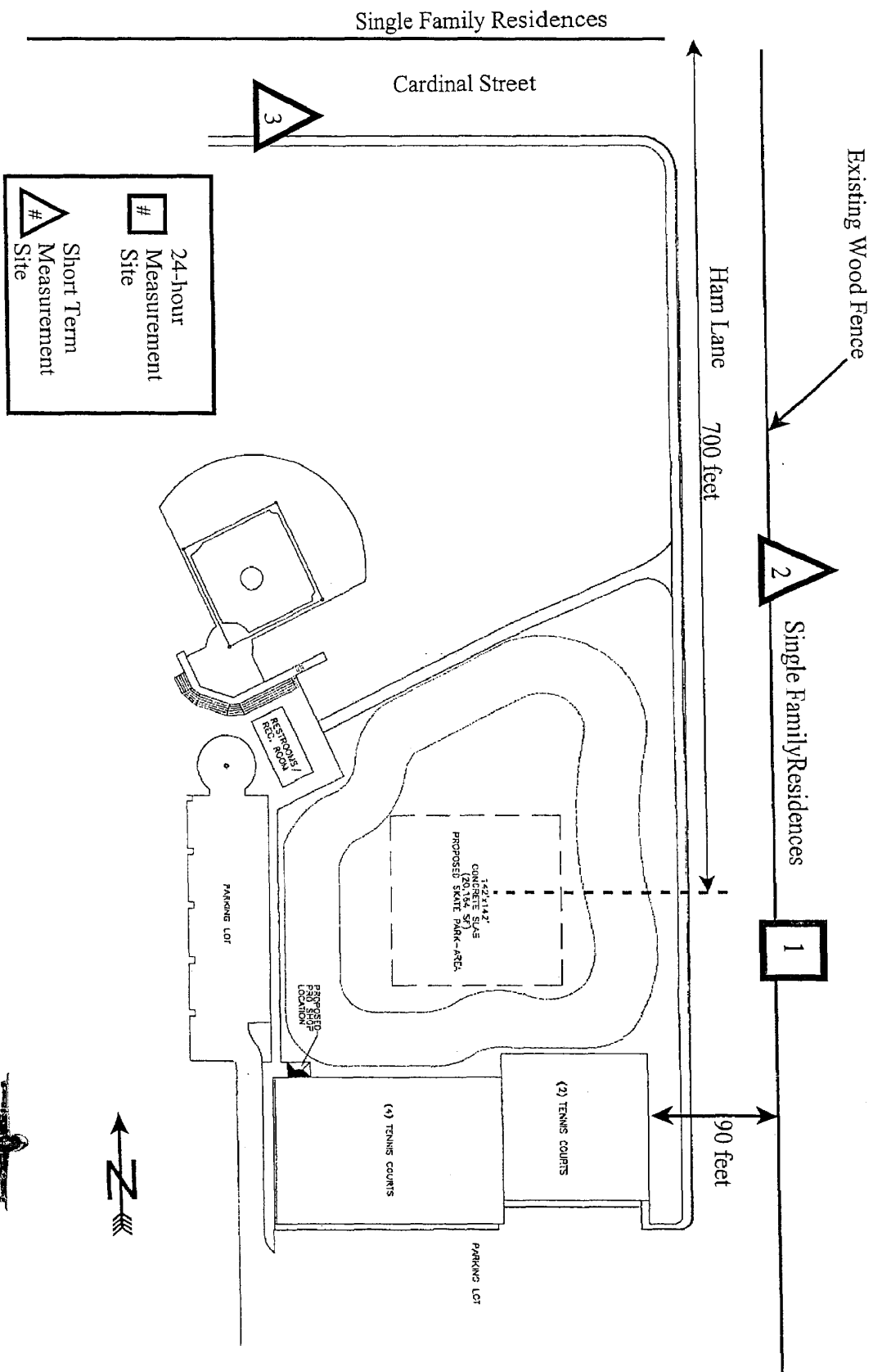
The purposes of this study were to quantify existing ambient noise levels at the nearest potentially affected noise-sensitive areas, and to estimate the noise effects of the Skate Park operations on those areas.

Noise is often defined simply as unwanted sound, and thus is a subjective reaction to characteristics of a physical phenomenon. Researchers have generally agreed that A-weighted sound pressure levels (sound levels) are very well correlated with community reaction to noise. The unit of sound level measurement is the decibel (dB)¹, sometimes expressed as dBA. Variations in sound levels over time are represented by statistical descriptors, and by time-weighted composite noise metrics such as the Average Level (L_{eq}) and the Day-Night Average Level (L_{dn}). Throughout this analysis, A-weighted sound pressure levels will be used to describe community noise unless otherwise indicated. Table 1 provides examples of maximum sound levels associated with common noise sources.

The decibel notation used for sound levels describes a logarithmic relationship of acoustical energy, so that sound levels cannot be added or subtracted in the conventional arithmetic manner. For example, a doubling of acoustical energy results in a change of 3 decibels (dB), which is usually considered to be barely perceptible. A 10-fold increase in acoustical energy yields a 10 decibel change, which is subjectively like a doubling of loudness.

¹ For an explanation of terms used in this report, see Appendix A.

Figure 1
Proposed Lodi Skate Park



<p style="text-align: center;">Table 1 Typical A-Weighted Maximum Sound Levels of Common Noise Sources</p>	
Decibels	Description
130	Threshold of pain
120	Jet aircraft take-off at 100 feet
110	Riveting machine at operators position
100	Shot-gun at 200 feet
90	Bulldozer at 50 feet
80	Diesel locomotive at 300 feet
70	Commercial jet aircraft interior during flight
60	Normal conversation speech at 5-10 feet
50	Open office background level
40	Background level within a residence
30	soft whisper at 2 feet
20	Interior of recording studio

CRITERIA FOR ACCEPTABLE NOISE EXPOSURE

The City of Lodi Noise Element establishes exterior noise level standards for a variety of land uses. The City of Lodi Noise Element criteria are based upon the State of California Office of Noise Control (ONC) Land Use Compatibility Table, as contained within the Guidelines For The Preparation And Content Of Noise Elements Of The General Plan, February 1976. The acceptable noise level at residential uses is 60 dB L_{dn} .

The L_{dn} descriptor is a composite 24-hour average noise level. This descriptor applies a +10 dBA penalty to noise levels which occur during the nighttime period (10pm to 7am). This descriptor is typically considered to provide good correlation for annoyance due to transportation related noise sources (i.e. roadway traffic, aircraft operations, and to a lesser extent railroad operations).

Generally, the L_{dn} is not the most appropriate descriptor for evaluating noise impacts associated with on-site activities such as those associated with a skate park. The skate park generally only operates between 12 and 14 hours per day, and it is expected that certain times of the day will have little to no use. If one applies the L_{dn} descriptor, the noise levels due to skate park activities will be averaged over 24 hours, and the potential impact or potential for annoyance will be artificially discounted.

The State of California "Model Community Noise Control Ordinance" suggests that an exterior hourly L_{50}/L_{eq} noise level of 55 dBA should be used for evaluating stationary noise source impacts during the daytime period (7 am - 10 pm) and 45 dBA during the nighttime period (10 pm - 7 am), within "suburban" areas. The hourly L_{eq} , or hourly average noise level, has been found to provide good correlation to noise sources which operate for a short duration.

Since the L_{eq} is calculated on a logarithmic scale, loud noise levels of short duration are emphasized. For example, a maximum noise level of 70 dBA can only be generated for 2 minutes without exceeding an hourly average (L_{eq}) noise level of 55 dBA. If an on-site noise source generated a noise level of 73 dBA for 1 minute, the hourly average (L_{eq}) noise level would be approximately 55 dBA.

The State of California "Model Community Noise Control Ordinance" also suggests that when the noise source *"contains music or speech, the noise standards should be lowered by 5 dB"*. *"If the measured ambient level differs from that permissible within the noise limit category, the allowable noise exposure standard shall be adjusted in 5 dB increments in each category as appropriate to reflect said ambient noise level."*

Another means of determining a potential noise impact is to assess a persons reaction to changes in noise levels due to a project. Table 2 is commonly used to show expected public reaction to changes in environmental noise levels. This table was developed on the basis of test subjects' reactions to changes in the levels of steady-state pure tones or broad-band noise and to changes in levels of a given noise source. It is probably most applicable to noise levels in the range of 50 to 70 dBA, as this is the usual range of voice and interior noise levels.

<p align="center">Table 2 Subjective Reaction to Changes in Noise Levels of Similar Sources</p>		
Change in Level, dBA	Subjective Reaction	Factor Change in Acoustical Energy
1	Imperceptible (Except for Tones)	1.3
3	Just Barely Perceptible	2.0
6	Clearly Noticeable	4.0
10	About Twice (or Half) as Loud	10.0
Source: Architectural Acoustics, M. David Egan, 1988.		

EVALUATION OF EXISTING AMBIENT NOISE LEVELS

To quantify existing ambient noise levels at the nearest potentially affected areas to the proposed Skate Park, Bollard & Brennan, Inc. conducted continuous ambient noise level monitoring at the

back yard of the residence located at 1239 South Sunset between Wednesday September 20 and Monday September 25, 2000. The noise level measurement location is shown on Figure 1. Figures 2 through 7 shown at the back of this report graphically show the results of the noise measurements.

A Larson Davis Laboratories (LDL) Model 820 precision integrating sound level meter was used for the noise level measurement survey. The meter was calibrated before and after use with an LDL Model CAL200 acoustical calibrator to ensure the accuracy of the measurements. The equipment used meets all specifications of the American National Standards Institute requirements for Type 1 sound level meters (ANSI S1.4).

A summary of the results of the ambient noise level survey are provided in Table 3. The results shown in Table 3 indicate that existing average ambient noise levels during daytime hours (7 a.m. to 10 p.m., as defined by the L_{dn} descriptor) ranged between 60 dB and 70 dB L_{eq} over the 6-day monitoring period. The average ambient noise levels during the nighttime hours (10 p.m. to 7 a.m., as defined by the L_{dn} descriptor) ranged between 50 dB and 67 dB L_{eq} over the 6-day period.

Since the existing average daytime and nighttime noise level exceed the State of California "Model Community Noise Control Ordinance" hourly average criteria of 50 dBA and 40 dBA daytime and nighttime noise standards (adjusted for noise sources containing speech), a +5 dB adjustment is made for comparison to the Model Community Noise Control Ordinance.

<p align="center">Table 3 Summary of Measured Daytime Ambient Noise Levels Backyard of 1239 South Sunset - September 20 - 25, 2000</p>			
Day	Average Level (L_{eq}), dB		24 Hour Average (L_{dn}), dB
	Daytime (7am - 10pm)	Nighttime (10pm - 7am)	
Wednesday - September 20	68.5	60.7	69.5
Thursday - September 21	69.0	61.1	69.9
Friday - September 22	68.8	61.1	68.8
Saturday - September 23	67.1	59.3	67.1
Sunday - September 24	66.4	58.4	67.3
Monday - September 25	69.3	60.6	69.8
Source: Bollard & Brennan, Inc.. Noise measurement location is shown on Figure 1.			

EVALUATION OF SKATE PARK NOISE IMPACTS

Skate Park Site Description and Operations:

The proposed Skate Park would be 140 feet by 140 feet. The hours of operations are proposed Sunday through Thursday between the hours of 9 a.m. and 9 p.m., and between 9 a.m. and 11 p.m. on Friday and Saturday. The Skate Park does not have a specific design as of this date. However, the proposed park is expected to be constructed and operated by Spohn Ranch Incorporated.

Skate Park Noise Generation:

To quantify Skate Park noise levels, Bollard & Brennan, Inc. referenced the document, *Acoustical Analysis - Montrose Community Park Skate Park Facility - City of Glendale, California*, prepared by Ultrasystems Environmental Incorporated, February 27, 1998. That document contained noise level data collected at four (4) existing skate parks in Southern California, as well as general observations regarding the noise-generation potential of such facilities. This information was supplemented by a Bollard & Brennan, Inc. field inspection of the existing skate park in the City of Davis, California. The following list summarizes the data obtained from the Southern California analysis and Bollard & Brennan, Inc. inspection of the Davis facility.

- ▶ The typical age of users appears to be pre-teens to early teens.
- ▶ Skateboards make more noise than in-line skates. This is because skateboards may be flipped into the air and land with a “pop”. Despite this occasional “pop” skateboarding is not considered a recurring impulsive noise source.
- ▶ Skateboards also tend to be louder than in-line skates since the rotation of the wheels resonates through the board.
- ▶ Railings with “sharp” edges are a major noise source with skateboards. As the boards slide down the rails, the center of the axles can create a metal on metal scraping sound. At the Davis facility, observations indicate that rounded edge railings did not produce the sharp scraping sounds described in the Southern California analysis.
- ▶ Wooden ramps make considerably more noise than concrete ramps. This is because wooden ramps are hollow and resonate like speakers. No such resonance was observed of the concrete ramps at the Davis skate park.
- ▶ Park users are courteous to each other and take turns sharing the skate areas rather than crowding. Observations of the Davis facility agreed with this conclusion.

- ▶ Noise level data collected at the Temecula Skate Park indicates that 15 to 20 park users generated average and maximum noise levels of 63 dB L_{eq} at a distance of 10 feet from the edge of the main bowl. Approximately 90% of the park users present during the measurements were on skateboards. Since skate boards are more noisy than in-line skates, utilization of this data is expected to provide a conservative estimate of project-generated noise at the proposed Lodi Skate Park.
- ▶ Table 3 shows the reference noise level data collected at the Temecula Skate Park and the projection of those levels to the nearest residential uses to the proposed Lodi Skate Park.
- ▶ The predicted noise levels at the nearest residences to the proposed Lodi Skate Park would satisfy the City of Lodi 60 dB L_{dn} noise standard. The predicted hourly average noise levels are well below the recommended State of California "Model Community Noise Control Ordinance" 55 dBA L_{eq} daytime criterion. The predicted noise levels are below the recommended State of California "Model Community Noise Control Ordinance" 45 dBA L_{eq} nighttime criterion. In addition, the predicted skate park noise levels would be below existing ambient noise levels at those locations.

<p align="center">Table 3 Skate Park Noise Level Data Collected at the Temecula Skate Park and the Projection of those Noise Levels to the Nearest Residences to the Lodi Skate Park Site</p>			
Location	Distance	Average Level (L_{eq})	24-Hour Average (L_{dn})
Temecula Skate Park	10 feet from Bowl	63 - 66 dB	
Proposed Lodi Skate Park	150 feet to Residential P/L	40 - 43 dB	40 - 43 dB
<p>Note: Projection of reference data from Temecula Skate Park to the Lodi site assumed a 6 dB attenuation of sound for each doubling of distance from the source. This attenuation rate is applied for "point" noise sources, where the spherical spreading of the sound wave accounts for the 6 dB reduction per doubling of distance. The predicted L_{dn} noise levels projected at the nearest residences to the Lodi Skate Park assumes 13 hours of operation during the daytime hours (9 a.m. to 10 p.m.), and 1 hour of operation during the nighttime (10 p.m. to 11 p.m.).</p>			

CONCLUSIONS AND RECOMMENDATIONS

Based on noise level data collected at the Temecula Skate Park in Southern California, and observations at the existing Davis Facility, the noise generation of the proposed Lodi Skate Park is not predicted to exceed the applicable noise standards of the City of Lodi or the recommended State of California "Model Community Noise Control Ordinance" criteria.

Discussions with the proposed contractor (Spohn Ranch, Incorporated) indicate that their skate park facilities are constructed of steel framing which is bolted directly to the concrete slab. The surface is constructed of a polyethylene and resin surface. The structures can be equipped with full enclosures below the ramps which reduce any hollow reverberant sound.

The following measures are recommended to reduce the potential for adverse public reaction to noise generated by activities at the proposed Lodi Skate Park.

1. The ramps should be equipped with full enclosures. All metal tubing should be capped on the ends to avoid sound which propagates through the hollow metal.
2. If boom boxes are allowed at this facility, the facility should include a semi-enclosed area which is not open to the north and east for placement of the boom boxes. This box-like facility should be constructed of masonry or concrete.
3. If boom boxes are to be allowed at this facility, signs should be posted informing park users to restrict volume levels and to utilize the enclosure described in the previous condition to keep music levels low at the nearby residential areas. This measure may be difficult to enforce. If recurring complaints arise regarding boom-box usage, the City should discontinue allowing boom-box usage at the facility.
4. Since the predicted noise levels are very close to the recommended State of California "Model Community Noise Control Ordinance" 45 dBA L_{eq} nighttime criterion, it is recommended that operations are limited to no later than 10:00 p.m.
5. Upon commencement of activities at the skate park, the City should conduct periodic reviews of the facility to ensure that it does not become a source of nuisance noise at the neighboring residential area. If it is determined that the users of the park are creating nuisance noise at the neighboring residences, the following measures could be considered by the City to mitigate excessive noise:
 - A. The hours and days of park usage could be restricted.
 - B. A skate-park supervisor could be required during park usage hours. This is currently done at the Davis facility.
 - C. Persons causing noise complaints could be restricted from future usage of the facility. This measure would also require supervision.

These recommendations are based on noise data collected at the Temecula Skate Park, by observations of the existing Davis Skate Park, and discussions with Spohn Ranch. Variations in Skate Park usage from the assumptions cited in this report could cause actual noise levels to vary from those predicted in this analysis.

Figure 2
Continuous Measured Noise Levels
1239 South Sunset
Wednesday September 20, 2000

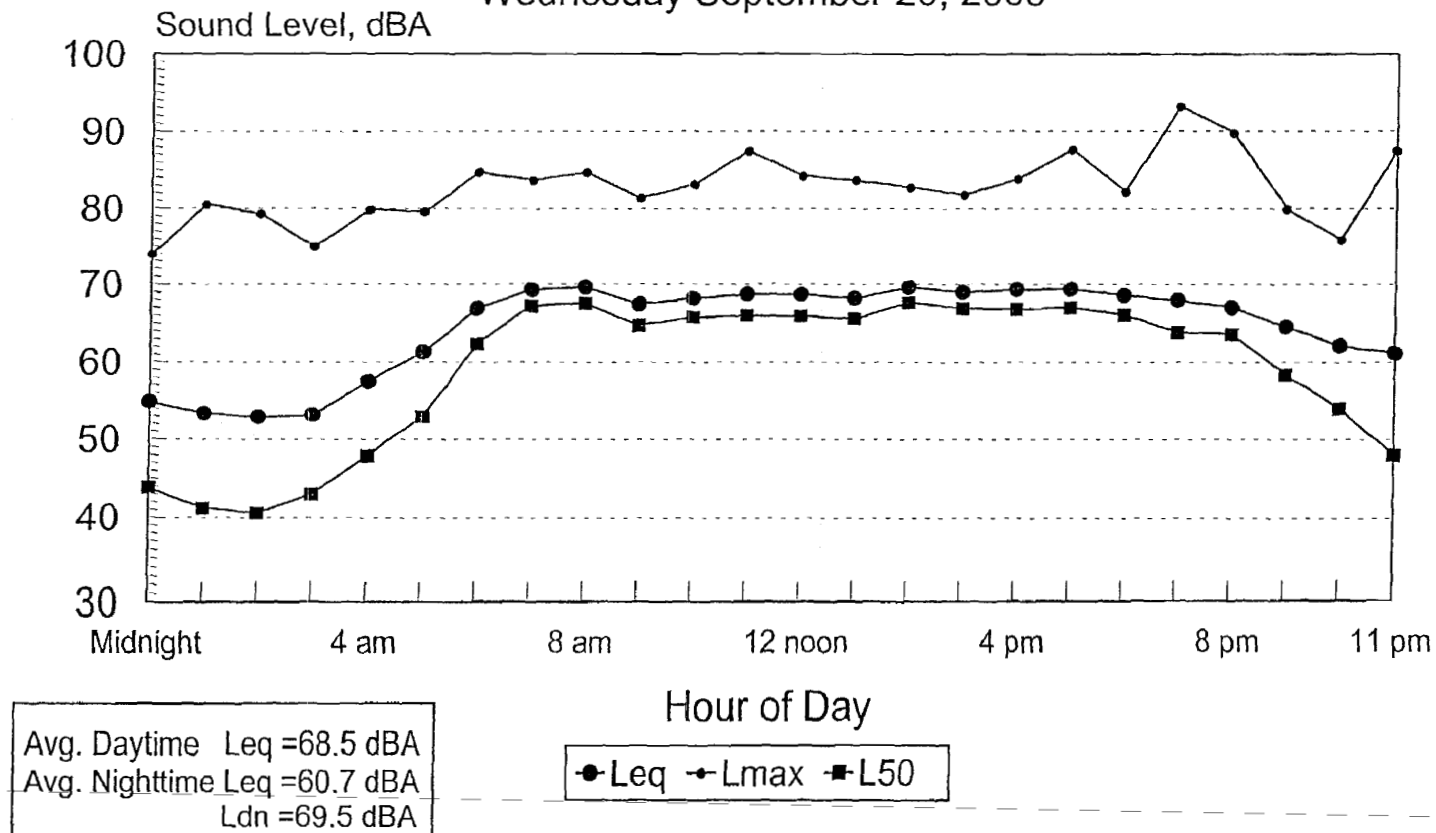
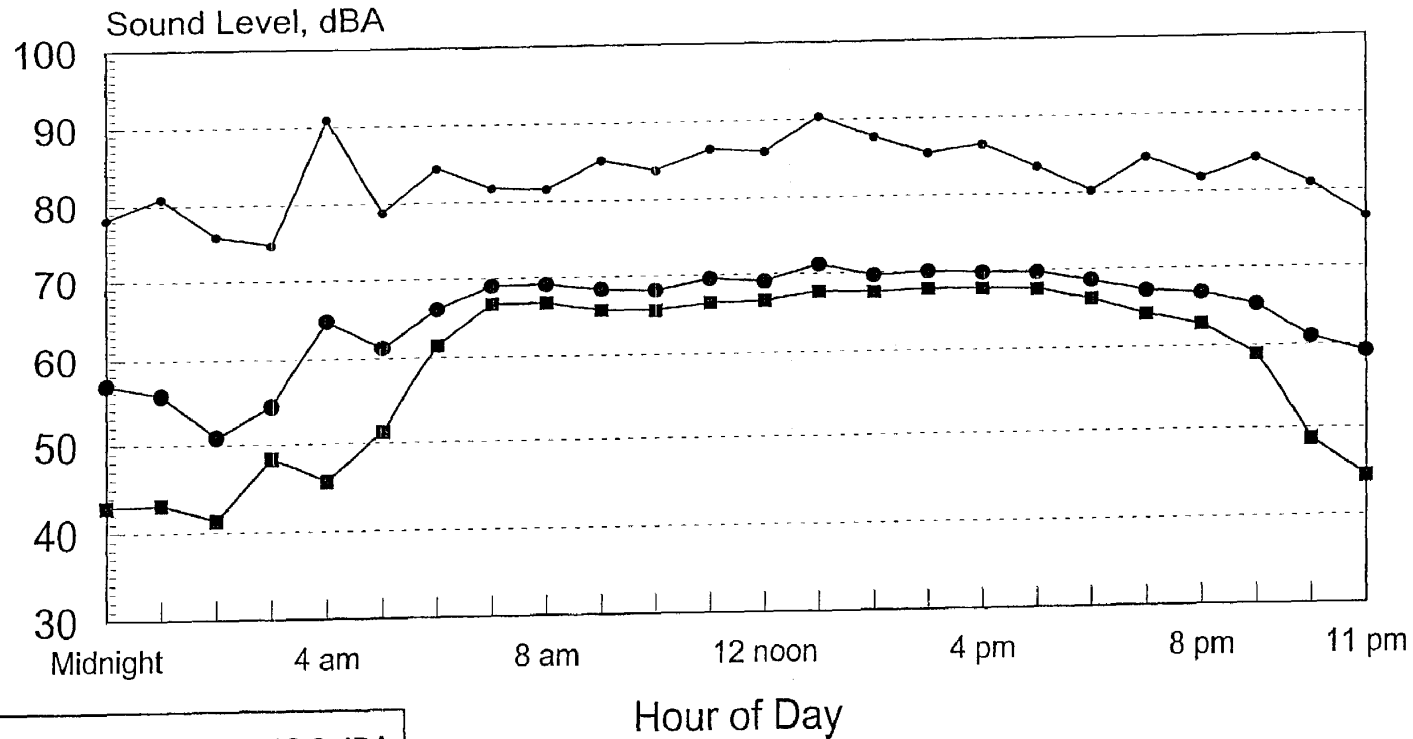


Figure 3
Continuous Measured Noise Levels
1239 South Sunset
Thursday September 21, 2000



Avg. Daytime Leq = 69.0 dBA
Avg. Nighttime Leq = 61.1 dBA
Ldn = 69.9 dBA

● Leq ● Lmax ■ L50



Figure 4
Continuous Measured Noise Levels
1239 South Sunset
Friday September 22, 2000

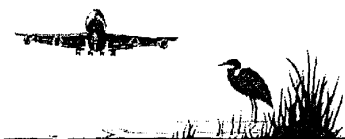
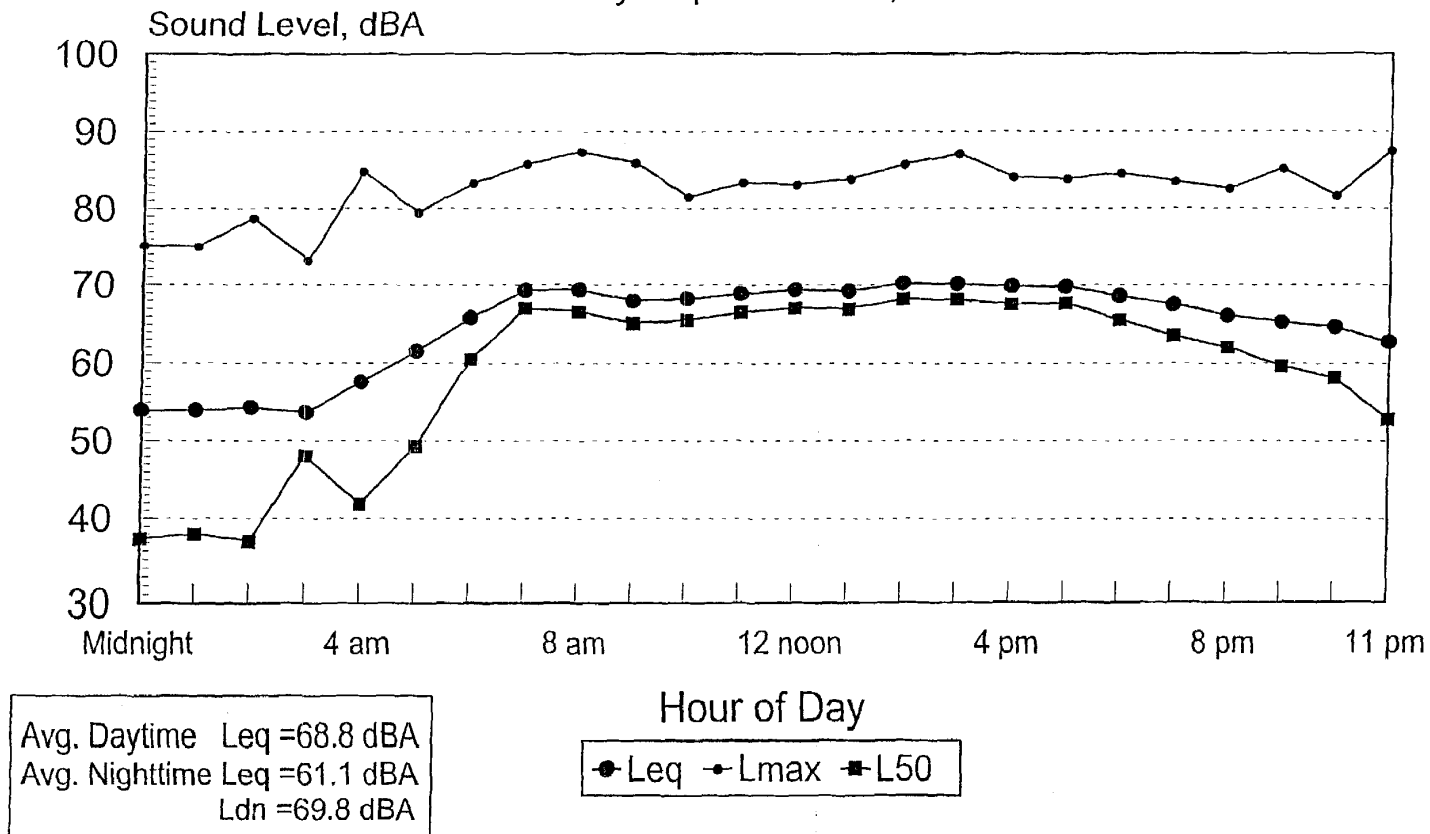


Figure 5
Continuous Measured Noise Levels
1239 South Sunset
Saturday September 23, 2000

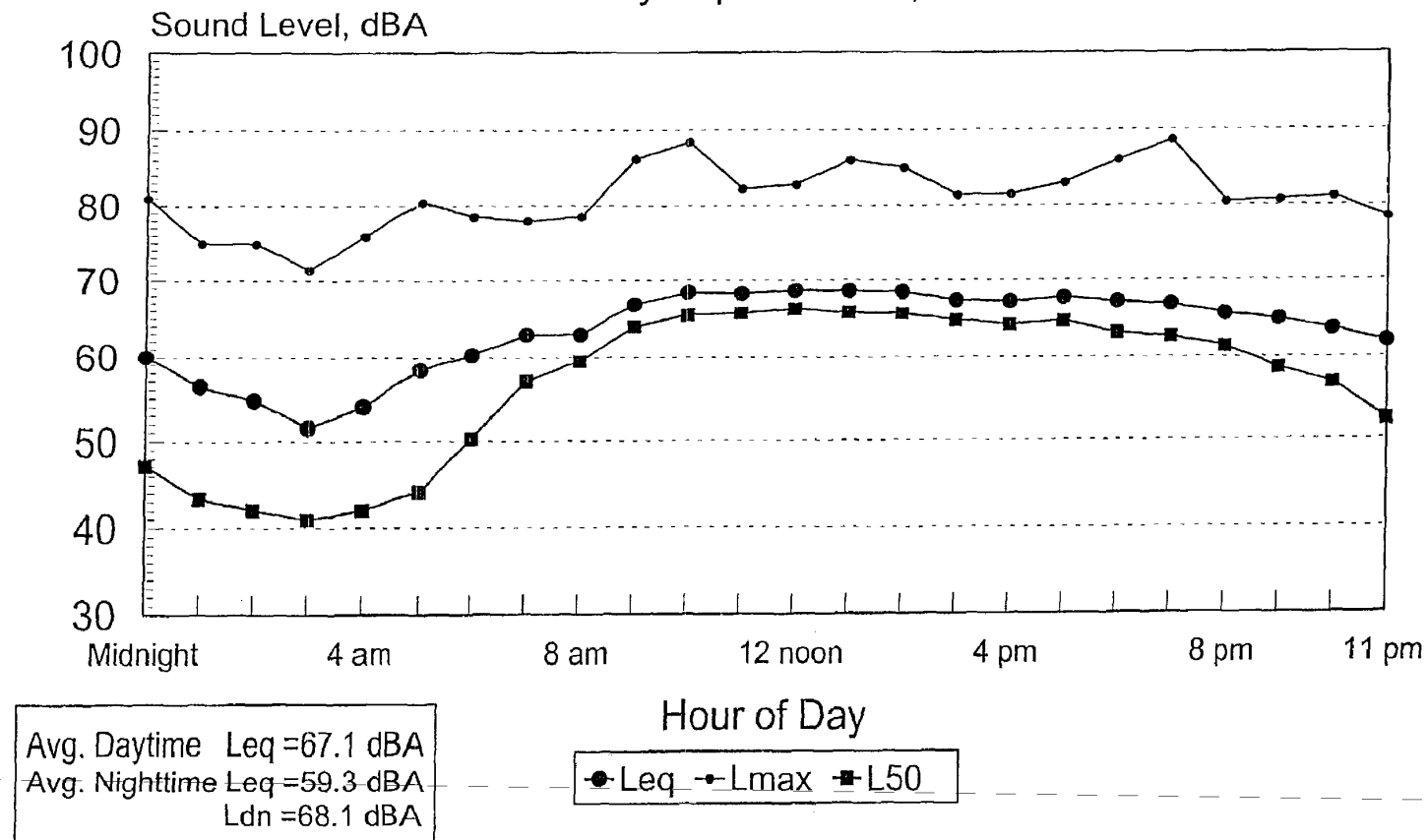


Figure 6
Continuous Measured Noise Levels
1239 South Sunset
Sunday September 24, 2000

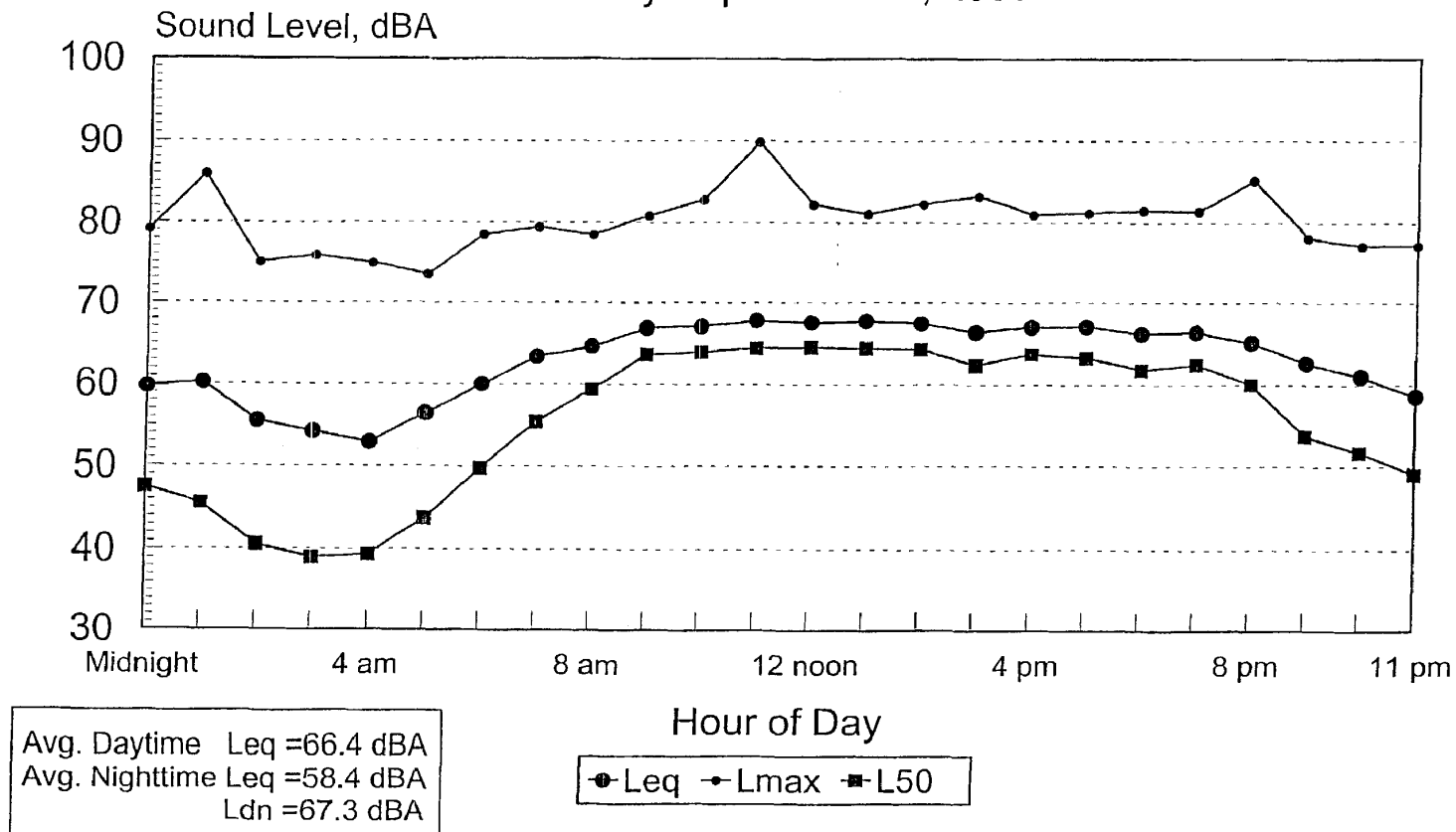
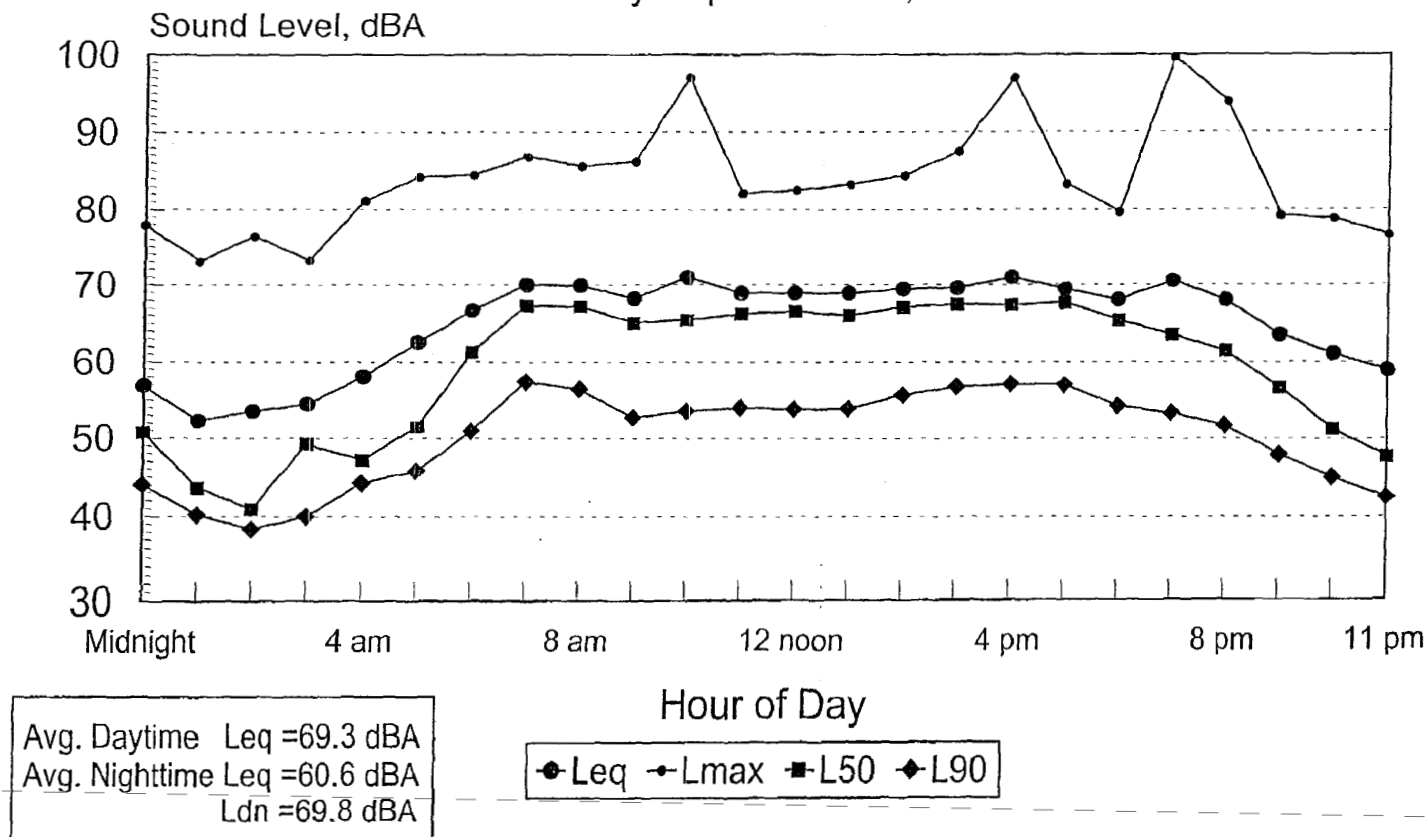


Figure 7
Continuous Measured Noise Levels
1239 South Sunset
Monday September 25, 2000



Appendix A Acoustical Terminology

Acoustics	The science of sound.
Ambient Noise	The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.
Attenuation	The reduction of an acoustic signal.
A-Weighting	A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.
Decibel or dB	Fundamental unit of sound, A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.
CNEL	Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by a factor of three and nighttime hours weighted by a factor of 10 prior to averaging.
Frequency	The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz.
L_{dn}	Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.
Leq	Equivalent or energy-averaged sound level.
L_{max}	The highest root-mean-square (RMS) sound level measured over a given period of time.
Loudness	A subjective term for the sensation of the magnitude of sound.
Masking	The amount (or the process) by which the threshold of audibility is for one sound is raised by the presence of another (masking) sound.
Noise	Unwanted sound.
Peak Noise	The level corresponding to the highest (not RMS) sound pressure measured over a given period of time. This term is often confused with the "Maximum" level, which is the highest RMS level.
RT₆₀	The time it takes reverberant sound to decay by 60 dB once the source has been removed.
Sabin	The unit of sound absorption. One square foot of material absorbing 100% of incident sound has an absorption of 1 sabin.
Threshold of Hearing	The lowest sound that can be perceived by the human auditory system, generally considered to be 0 dB for persons with perfect hearing.
Threshold of Pain	Approximately 120 dB above the threshold of hearing.
Impulsive	Sound of short duration, usually less than one second, with an abrupt onset and rapid decay.
Simple Tone	Any sound which can be judged as audible as a single pitch or set of single pitches.



November 30, 2000

Planning Department Office
City Hall Building
221 W. Pine Street
Lodi, CA 95240

I am requesting clarification of items in the Mitigated Negative Declaration report of the proposed skate park at Kofu Park.

This project has been mis-represented to the City Council in regards to: hours of operation, lights and music.

What other "numerous" sites were evaluated?

Off street parking for over 125 cars? - There are 35 spots west of the tennis courts that are available. Monday through Friday the lot south of the tennis courts is full from early a.m. until late afternoon with City of Lodi employees parking.

The purpose of the fencing to be installed is two-fold: safety and will also limit access to a public park to facilitate the operation of a business.

The measurement of 150 feet from equipment - what is the measurement from the actual part of the skate park that can be accessed by the participants to the residents property. I believe that measurement is more like 80 feet. This would be a more accurate measurement to base noise analysis on.

Recommendation of park supervision - Does this supervision consist of a "entry fee money handler/pro-shop salesperson or will it be supervised like a swimming pool with a guard?

Aesthetics - The lights from the existing tennis courts/baseball diamond are not acceptable to residents and are rarely off at the designated time so we are being forced to endure more lighting.

The vehicle count on Ham Lane in June 1999, was **over 18,000** vehicles per day.

Other parks in the City of Lodi are on the Grapeline and Smart bus route and not just Kofu. If the park is located elsewhere, could not the new location be added to the bus routes?

Noise data collected at Temecula skate Park is not representative of the expected park users at Lodi Skate Park. Since the occupants of the park can be approximately 80 feet from residences if they are on the grassy knoll by the fence next to Ham Lane. This measurement does not apply to our situation. How many skaters will be allowed in the park per session - only 15 to 20?

In conclusion, the Revised Environmental Noise Analysis is a difficult document for the "lay" person to understand. I think a more accurate figure of participants (rather than a guess of 15 to 20) needs to be calculated to provide a more realistic estimate of noise. As stated on page 9 of the report: **Variations in Skate Park usage from the assumptions cited in this report could cause actual noise levels to vary from those predicted in this analysis.** I guess the theory is since we are already above the noise ordinance level (top line of the grafts) and also the leq averaging level is above the ordinance, that we are to tolerate even more constant noise with the skaters.

I do not believe that the Saturday and Sunday readings are correct.
The traffic noise during the week is much worse than weekends
and the graphs do not show a significant difference.

Jane Thurman
1239 S. Sunset Dr.
Lodi, CA 95240

**Lewis & Barbara McWilliams
1245 S. Sunset Drive
Lodi, California 95240**

November 29, 2000

Lodi Planning Department
Attn: David Morimoto
221 W. Pine Street
Lodi, California 95240

RE: Proposed skatepark at Kofu Park.

For many years the South Sunset Drive residents whose homes back up to Ham Lane have sought help to bring some sort of relief from the noise of the 17,500-18,000 cars and trucks that drive by each weekday. None has been received. Now the City of Lodi wants to further impact the area with a skateboard park.

At present besides the car and truck traffic we listen to the ker-plunk of tennis balls hitting the court pavement, the loud car stereo and boom box music noise of those playing tennis, the yelling of those playing tennis, and we endure the bright lighting which stays on, at times, whether someone is playing tennis or not. Further down the block residents have stadium type lights shining in their yards and homes when the Kofu baseball diamond is being used. We also add that those lights can be seen when you are half way between Lodi and Stockton because of their lighting strength.

Now the City of Lodi proposes to install a skate park directly across from our backyard. We don't think anyone disputes that our noise level is now beyond that of most other neighborhoods in Lodi and surpasses the level considered reasonable for Lodi neighborhoods. However, the recent noise analysis conducted by Bollard and Brennan, Inc. indicates that the skatepark noise level to the nearest residences "would be well below the existing ambient noise level at the residential property lines."

Reading a report that takes an expert to decipher doesn't give us much of a comfort level to feel we are being given fair treatment. Adding .5 dB if this happens and taking away .05dB if that happens seems to lead to a lot of subjective conjecture as to what we will or will not hear. We do not feel the conclusions of the noise study based on information collected at the Temecula Skate Park in Southern California and observations at the Davis facility can reflect what will happen at the Lodi park. The data indicated 15 to 20 park users generated a certain noise level at a certain time. We feel that for the park in Lodi to financially sustain itself there will need to be more users at one time than this. Of course, since no negotiation results are available yet (between the city and Spohn ranch) we don't know what is in store for us. We believe the last paragraph on page 9 of the revised environmental noise analysis for the Lodi Skate Park which eludes to the fact that "variations in usage from the assumptions made will produce noise levels that vary" tells it like it is. Is this the proverbial "escape clause?" This study cannot tell us conclusively that we will be unaffected by the noises relating to the park.

We, further, do not believe that the land use for this purpose is compatible with the land use in the vicinity. We feel the enterprise proposed, while stipulated a public/private venture, is still commercial in nature. Spohn Ranch, Inc. is a business venture with the sole goal of making a profit, and the City of Lodi is out to recoup as much as its initial investment as possible. In addition a permanent pro shop and concession business also constitute commercial enterprises. Using the term "public/private partnership" doesn't change these facts.

We would like to address Part XVI. Mandatory Findings of Significance section (d "does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?" City staff have made comments "they already have bright lights---soooo....no problem" and "they already have substantial noise---soooo...no problem."

So what do we have to look forward to if the skate park does indeed become a reality at Kofu Park?

- Additional lights glaring into our yards and bedrooms.
- Amplified PA sound as Spohn Ranch and the City Parks and Recreation Department hold tournaments, clinics and whatever else they can think of to keep interest levels up and produce revenue.
- As our city expands west and the city staff look to bring in large businesses like Home Depot and others in the western corridor our traffic will increase on Ham Lane. It is an easy driving North-South street taking one from one side of town to the other, and this traffic will increase in the near future.
- Increased traffic from the skate park as stated in the report would probably be only 1% if an additional 100 vehicle trips on Ham Lane were calculated. Again this is reflected at a low 1% because of the high level of traffic (17,500 cars each day) we are already experiencing. If the number of cars we now experience was lower the percentage of increase 100 cars would make would be higher. No matter how we get an increase it all adds up to more noise!
- Utilizing operational hours from 9:00 a.m. to 9 p.m. weekdays and 9 a.m. to 11 or even 10 p.m. weekends and holidays leaves us with no quiet time in our yard area at all. It is exciting to think about foul language and yelling coming from the park as well as skateboards whizzing past our back fence bumping over the concrete walkway.

We do not want the skate park located at Kofu Park!!

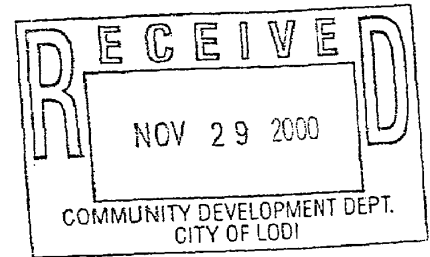
We feel there are more viable locations for this skate park -- locations which will not impact an already impacted neighborhood.

Very truly yours,

Lewis M. McWilliams
Barbara McWilliams

Lewis & Barbara McWilliams

LODI CITY PLANNING DEPT.
221 WEST PINE ST.
LODI, CAL 95240



MITIGATED NEGATIVE DECLARATION
LODI SKATE PARK

I FEEL THAT THIS REPORT IS NOT FULLY IN ACCORD WITH THE MATTERS PRESENTED AND APPROVED AT THE CITY COUNCIL WHEN THIS PROJECT WAS APPROVED.

1. IN MIKE REESE'S PRESENTATION TO COUNCIL HE STATED THAT IT WOULD BE UTILIZED FROM DAYLIGHT TO DUSK. NOTHING ABOUT 9 A.M. TO 11 P.M. REFER TO PAGE 8 - RECOMMENDS NO LATER THAN 10 P.M.
2. DAVE VACCAREZZA STATED PROFESSIONAL REPS FROM SPOHN RANCH WOULD BE MANAGING THIS FACILITY AND ALSO THAT THERE WOULD BE NO LIGHTS.
3. BOOM BOXES IN THIS PARK HAVE ALREADY BEEN A PROBLEM. NUMEROUS CALLS HAVE BEEN MADE TO GET THEM TURNED OFF/OR DOWN.

IN SUMMARY, I TAKE ISSUE WITH THE STATEMENT BY MIKE REESE THAT DENNIS CUNNINGTON HAD MADE A SURVEY OF RESIDENCES. HE LATER WAS PINNED DOWN THAT HE HAD ONLY TALKED TO A COUPLE OF RESIDENCES.

I FEEL THE AGREEMENT WITH SPOHN RANCH SHOULD BE PRESENTED TO THE RESIDENCES.

IMPACTS

PAGE 2 - I c. MITIGATION INCORPORATED. WHAT MITIGATION IS BEING INCORPORATED?

PAGE 3 -VI VEHICLE TRAFFIC IS ALREADY CONGESTED. HWY. 12/KETTLEMAN LANE IS THE ONLY OUTLET FOR INCREASED TRAFFIC. 20 YEARS AGO THIS STREET WAS PLANNED FOR TRAFFIC THEN. SINCE THEN THE CITY HAS ALMOST DOUBLED IN SIZE AND HAM LANE HAS NO SAFE MARGIN FOR INCREASE.

PAGE 4 -IX c. NO IMPACT IS INCORRECT - NOISE IS A HEALTH HAZARD. SEE Xa.

PAGE 8 - 2 & 3 - BOOM BOXES. I DO NOT BELIEVE BOOM BOXES SHOULD BE ALLOWED PERIOD. PAST EXPERIENCE HAS SHOWN THE POLICE HAVE HAD TO GET THEM TURNED OFF/OR DOWN NUMEROUS TIMES AT THIS PARK. I HAVE CALLED THE POLICE 3 OR 4 TIMES THIS PAST YEAR. I FEEL THE CONCESSIONAIRE SHOULD BE HELD RESPONSIBLE AND SUBJECT TO A FINE.

VICINITY MAP:

1. THIS MAP DOES NOT SHOW THE SKATE PARK SITE IN THE CORRECT POSITION IN RESPECT TO HAM LANE PROXIMITY.
2. PROPOSED PRO SHOP IS NOT IN PROXIMITY TO THE SKATE PARK, WHICH LEAVES A BIG QUESTION IN REGARDS TO SUPERVISION.

PRELIMINARY ENVIRONMENTAL ASSESSMENT:

1. ITEM 8 SECOND PARAGRAPH - 125 CARS PARKING. WHERE DOES THIS COME FROM? CITY EMPLOYEE PARKING OR THOSE ALREADY USED BY SOCCER AND BASEBALL PEOPLE.

PARAGRAPH 4 - PRIVATE CONCESSIONAIRE WILL CHARGE ADMISSION, ETC. DOES THIS ALSO MEAN THE ARE MANAGERS WHO TAKE CARE OF ROWDY AND NOISY SITUATIONS OR ARE THE NEIGHBORS EXPECTED TO CALL THE CITY POLICE?

PARAGRAPH 5 - I, AS A RESIDENT OF S. SUNSET DR., TOTALLY DISAGREE WITH THIS SITE. I REFER YOU TO THE NOV. 15 COUNCIL MEETING REGARDING SALAS PARK AND THE BMX PARK. WE REQUESTED THE SKATE PARK BE PUT THERE AND THE EXCUSE MADE BY PARKS & REC WAS TOO DANGEROUS FOR CHILDREN TO TRAVEL THERE! WHAT'S THE DIFFERENCE WITH BICYCLES AND SKATEBOARDS?

John W. Connolly
1225 S. Sunset
Los Angeles
95240

November 30, 2000

Mr. David Morimoto
Lodi City Planning Department
221 W. Pine Street
Lodi, CA 95240

REGARDING: MITIGATED NEGATIVE DECLARATION
PROJECT TITLE: LODI SKATE PARK
LAST DATE TO APPEAL: NOVEMBER 30, 2000

Mr. Morimoto:

I am appealing the Lodi Skate Park in Kofu Park due to the following:

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

I. LAND USE AND PLANNING.

Would the proposal:

- c. Be incompatible with existing land use in the vicinity?
(Potentially significant unless mitigation incorporated.)

The existing land use in the vicinity is mainly residential. A skate park located 150 feet from the nearest residents is not compatible with the existing land use.

The added noise level is predicted to be 40 - 43 dB Leq. Approximately 100 customers are expected to frequent this skate park per day. Attachment "A" of the Revised Environmental Noise Analysis for Lodi Skate Park, Project # 2000-154, brings up the addition of lights to the skate park area, use of boom boxes, etc. None of this is compatible with a residential area.

IV. WATER

Would the proposal result in:

- b. Exposure of people or property to water related hazards such as flooding?
(Potentially significant unless mitigation incorporated.)

The storm water retention basin in question has been filled, along with the accompanying basin, multiple times per year. Since this retention basin was built to hold overflow water, where will the excess water go when the basin in question is in limited use?

Recently, when applying for a home improvement loan, I was told my home is not in a flood plain area and, therefore, I did not need to purchase flood insurance in order to be able to obtain the loan. Will the loss of full use of this basin change, in any way, the determination by banks, FHA, insurance companies, etc., that homeowners are in a flood area? If homeowners will be considered to be in a flood area, they will incur added expense by having to purchase flood insurance.

Will homeowners be assured, in writing, that there will be no impact to them in regards to flooding due to this retention basin not being used as frequently as in previous years?

VI. TRANSPORTATION / CIRCULATION

- a. Increased vehicle trips or traffic congestion?
(Less than significant impact.)

It has been estimated that there will be approximately 100 children per day use this facility. There WILL be increased vehicle trips to this site, at times causing traffic congestion, especially when hosting tournaments. Children will use public transportation, walking, bikes, and skateboards to access this skate park. This will also add to the traffic congestion.

- d. Insufficient parking capacity onsite or offsite?
(No impact.)

It has been stated that there will have to be strict scheduling of the baseball/soccer field and the skate park to avoid insufficient parking. It will be impossible to have sufficient parking for tennis, skateboarding, and baseball/soccer if there are ANY scheduling conflicts.

- e. Hazards or barriers for pedestrians or bicyclists?
(No impact.)

There are no crosswalks in the immediate area of Kofu Park on Ham Lane. Since children will be walking, skateboarding, and riding their bikes, there WILL be an impact in relation to hazards. Ham Lane is a high traffic street. There will be hazards to the children just crossing this high traffic street to access the park.

X. NOISE

- a. Increase in existing noise levels?
(Potentially significant unless mitigation incorporated.)

The existing ambient noise level at the residential property lines is to be 60dB Leq maximum, established by the Lodi General Plan as acceptable for residential properties. The residents nearest to this skate park currently endure noise levels above the maximum levels established by the Lodi General Plan (see page 5 of the "Environmental Noise Analysis" for Lodi Skate Park) with the LOWEST 24 hour average being 67.1dB Leq and the HIGHEST average being 69.9. With this average, residents are experiencing between 7.1dB Leq to 9.9dB Leq OVER the maximum already.

The predicted noise level of the skate park is in the range of 40 - 43 dB Leq. The level of the skate park alone, with no other noise influences, would be below the 60dB Leq maximum, but consideration must be given that this newly introduced noise level must be ADDED to the current noise level.

When the predicted skate park noise levels are added to the already above maximum noise levels homeowners are exposed to, the noise level is not "well below the existing ambient noise level" set for residential areas.

- b. Exposure to people to severe noise levels?
(No impact.)

Since residents are now exposed to above maximum noise levels, adding 40 - 43 dB Leq WILL expose those residents to severe noise levels. The residents are already enduring noise levels above the maximum established by the Lodi General Plan for residential properties.

XII. UTILITIES AND SERVICE SYSTEMS

Would the proposal result in a need for new systems or supplies, or substantial alterations to the following utilities:

- e. Storm water drainage?
(Less than significant impact.)

There WILL be a significant impact on storm water drainage. The basin in question was designed to be used for excess water and has been used every

year for this. Even with the larger basin to the north, BOTH basins have been filled, almost to capacity, multiple times. If it is not needed, why has it been filled to capacity so many times over the years?

XIII. AESTHETICS

Would the proposal:

- b. Have a demonstrable negative aesthetic effect?
(No impact.)

There is nothing pleasurable about the sight of the ramps used for a skate park. The skate park will definitely have a negative aesthetic effect. Councilmember Hitchcock even mentioned this in the City Council meeting on August 2, 2000.

- c. Create light or glare?
(Potentially significant unless mitigation incorporated.)

In the City Council meeting of August 2, 2000, it was stated the skate park would be in use until dusk. There was no mention of a need for lighting. Residents across from Kofu Park already experience excessive lighting from the tennis courts and the baseball/soccer field.

XVI. MANDATORY FINDINGS OF SIGNIFICANCE

- a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number of, restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or pre-history?
(Less than significant impact.)

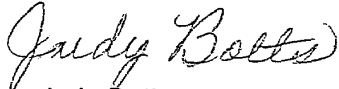
The project does have the potential to degrade the quality of the environment. There is the potential for increased vandalism to surrounding property, including nearby residences. There may be increased property damage and littering.

- d. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?
(Potentially significant unless mitigation incorporated.)

Mr. David Morimoto
November 30, 2000
Page 5

The direct adverse effects on human beings will include noise, lighting, traffic hazards, and the loss of a water storage basin. An even more substantial adverse effect will be the homeowner's loss of being able to sell homes for the current market value.

Regards,

A handwritten signature in cursive script that reads "Judy Botts".

Mrs. Judy Botts
1229 S. Sunset Drive
Lodi, CA 95240

Lodi Skate Park Initial Study/Negative Declaration

Response to Comments

The City received four comment letters regarding the Lodi Skate Park initial study/negative declaration. The letters contained comments and questions regarding the issues addressed in the environmental document. They also contained more general comments regarding the Skate Park and the selection of the Kofu Park site. The responses in this document will deal primarily with issues discussed in the initial study/negative declaration.

1. Land Use Compatibility

All of the letters addressed the issue of whether a skate park is an appropriate activity for a park in a residential area and why Kofu Park was selected as the skate park location.

Response – Parks in Lodi have always been located in residential areas in order to make them convenient for City residents. The City's General Plan permits parks in all residential zones and encourages the construction of neighborhood parks. Over the years, Lodi's parks have evolved to accommodate a variety of recreational uses including organized sports like baseball and soccer and individual activities like tennis and swimming. In recent years, parks have been modified to accommodate new interest like roller hockey and cricket. Skate boarding and in line skating have grown increasingly popular with today's youth and the City is attempting to provide a safe and enjoyable facility for their use.

A Skate Park task force comprised of both skaters and interested adults conducted an extensive evaluation of potential sites in Lodi. The sites included almost every park in Lodi that could physically accommodate a skate park. The process looked at a number of factors including availability of land, a location accessible to skaters, the existence of support facilities (i.e., restrooms, parking, etc.), as well as other criteria. Kofu Park was selected, by the task force, as the best overall location. The selection process did not consider environmental issues.

Kofu Park is owned and maintained by the City and has land available that can accommodate the skate park. It has existing restrooms and parking facilities and is accessible to police and emergency vehicles. The park is centrally located and is accessible by car, public transportation or walking/skating. Finally the site is buffered on three sides by other City owned property, including the baseball field and bordered on the fourth side by a major four-lane street.

2. There were questions regarding the potential effects on flooding that might result from the construction of the skate park in the storm waters retention basin at Kofu Park.

Placing the Skate Park in the southern basin in Kofu Park will require some minor modification to the existing storm drainage system at this location. Currently, both the main northern basin and the smaller southern basin are connected by an unrestricted pipe. When storm water reaches a certain level in the main basin, water flows into the smaller basin. The City is proposing to modify the connecting pipe by installing a gate valve in the line. This would allow the two basins to be operated separately. The northern basin could be filled with storm water while the southern basin is kept dry. When additional storage is needed, the gate valve could be opened and the southern basin filled.

The two basins will retain the same storage capacity and provide the same level of protection as currently exist. The City anticipates that the southern basin will be needed for storm water retention at least several times during the rainy season. In anticipation of this occurrence, the City will require that all the skate park equipment be constructed with material able to withstand short periods of inundation.

The area surrounding neighborhoods will not have any greater chance of being flooded if the Skate Park is constructed than they have now. The City will not permit preventable street flooding to occur in order to let the Skate Park remain dry.

3. Traffic and Parking

Several of the letters were concerned that the State Park will generate vehicular traffic that will impact surrounding streets. There was also some concern regarding off street parking and pedestrian/bike safety.

Traffic will not be significantly impacted by the proposed Skate Park. It is estimated that the park will have between 100 and 125 skaters on a normal day. Of this number, only a portion will arrive or depart at any given time. Skating at the park will be done in sessions, with each session lasting 3 hours. Skaters will be spread out throughout the day, reducing any potential traffic impacts.

The second factor that will affect traffic is the age group of the skaters. The primary age of the skate park users are preteens and early teenagers. Since this group does not drive, many of the skaters will walk, ride their bikes or skate to the park. This will further reduce the impact of vehicular traffic from the project.

Parking – There are approximately 134 off street parking spaces to the west and south of the proposed skate park site. The southern parking lot is used by the City employees who work at the adjacent Municipal Service Center (MSC). These employees are gone by 3:30-4:00 PM weekdays, and on weekends and holidays the parking lot is largely empty.

This period would coincide with the times of heaviest use for the Skate Park. There are also parking spaces to the west of the Skate Park that are largely unused except when there is a baseball game at the baseball diamond. Additionally, there is on street parking along Ham Lane.

It is not anticipated that the Skate Park will create a significant parking demand. The majority of skaters are not old enough to drive and will find other ways to get to the Skate Park or be dropped off by an adult. The parking area adjacent to the skate park site provides a safe and convenient place for picking up and dropping off kids.

Lights - Two of the letters expressed concern about the lights proposed for the Skate Park. Current plans are for the Skate Park to be lighted to permit use during evening hours.

Response - Lighting for the Skate Park will be low leveled and shielded to minimize glare or spillage on to adjacent properties. Because skating takes place on or near ground level, the park will not need tall light poles like the adjacent baseball field or tennis courts. Lights can be directed onto the skating surface and the adjacent spectator areas. Additionally, because the Skate Park will be in a basin, more of the light can be captured in the basin with less light spilling out onto adjacent properties.

The lighting issue can also be addressed by regulating the hours of operation. The City will work with the park operator to establish reasonable operating hours to minimize late night hours. This will further reduce the problem of nighttime lighting. Current plans are to close the park at 9:00 PM on weeknights and 10:00 PM on weekends.

Noise – All of the letters expressed concern about the potential noise impacts that may result from the proposed Skate Park.

In order to analyze the potential noise impacts, the City retained the acoustical engineering firm of Brennan and Ballard. This firm specializes in doing noise analysis for a variety of development projects and doing noise work for environmental documents.

Bollard and Brennan conducted continues ambient noise level monitoring at the backyard of the residence located at 1239 S. Sunset Drive between Wednesday, September 20 and Monday, September 25, 2000. This backyard rears to Ham Lane directly across the street from the location of the proposed Skate Park.

The results of the noise readings indicate that the existing average ambient noise level during daytime hours (7:00AM to 10:00 PM) ranged between 60dB and 70dB Leq over the 6 day monitoring period.

The average ambient noise levels during the nighttime hours (10:00PM to 7:00AM) range between 50dB and 67dB over the same 6 day period.

Next Bollard and Brennan made projections of the noise levels that would occur at the nearest residences as a result of the Skate Park. The projections were made based on noise readings taken at other similar Skate Parks. Using existing data from Skate Parks in Temecula, California and Davis, California, the consultants concluded that the proposed Skate Park would produce noise levels in the range of 40-43 dB (Leq). This is based on a distance of 150 feet from the Skate equipment.

From the data Bollard and Brennan made the following conclusions:

- 1) The projected noise levels generated by activity at the Skate Park will not exceed the recommended State of California "Model Community Noise Control Ordinance" 55dB (Leq) daytime criteria for residential locations. The noise levels will also fall below the recommended 45dB (Leq) nighttime criteria.
- 2) The projected noise levels generated by the Skate Park will be below the existing ambient noise levels at this location.

Two additional statements can be drawn from the noise analysis. First the primary source of noise in the subject area is from vehicular traffic on Ham Lane and to a lesser extent, Kettleman Lane.

Second, existing noise levels are relatively high for a residential area. This again is a result of the high traffic volumes on the adjoining streets. Because the existing ambient noise levels vehicular traffic is significantly higher than the projected noise levels from the Skate Park, residents are more likely to hear the vehicular traffic than the sounds from the Skate Park.

RESOLUTION NO. 2001-143

A RESOLUTION OF THE LODI CITY COUNCIL CERTIFYING THE
MITIGATED NEGATIVE DECLARATION AS ADEQUATE ENVIRONMENTAL
DOCUMENTATION FOR THE PROPOSED LODI SKATE PARK TO BE
LOCATED AT KOFU PARK, FURTHER AUTHORIZING THE CITY MANAGER
TO EXECUTE AGREEMENT BETWEEN CITY OF LODI AND SPOHN RANCH
FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF A SKATE PARK
FACILITY AT KOFU PARK, AND FURTHER AUTHORIZING STAFF TO
PROCEED WITH CONSTRUCTION

=====

WHEREAS, the City of Lodi is proposing to construct an outdoor, above ground skate park in Kofu Park, which will be located on the bottom of a small storm water retention basin that sits just north of the tennis courts and south of the baseball diamond; and

WHEREAS, the bottom of the existing basin is approximately 8 feet below the street grade. A 20,164 square foot concrete slab will be constructed on the floor of the basin. Various pieces of modular skate apparatus, covering approximately 16,000 square feet, will be placed on the slab. There will also be a 960 square foot building, which will serve as an office, pro shop, and snack bar. The storm drainage system will be modified so that the basin can remain dry most of the year; and

WHEREAS, the Community Development Department has prepared the Mitigated Negative Declaration/initial study with the assistance of the acoustical engineering firm of Bollard and Brennan, Inc., who performed the noise analysis; and

WHEREAS, the document was prepared to comply with the California Environmental Review Quality Act (CEQA) and State CEQA guidelines. The purpose of the document is to identify and address potential environmental impacts that may result from the implementation of the proposed project; and

WHEREAS, the City, based on the findings of the initial study, has determined that all environmental impacts that result from this project, can be mitigated to a less than significant level. Mitigation measures will be adopted as a part of the Mitigation Negative Declaration package to assure that all potentially significant impacts will be mitigated; and

WHEREAS, the Mayor's Ad-hoc Skate Park Committee has recommended to the City Council that a skate park be designed, built, and operated by Spohn Ranch, and be built at Kofu Park; and

WHEREAS, the City Council asked for an environmental study regarding noise at this location, which resulted in a finding that all impacts can be mitigated to a less than significant level; and

WHEREAS, staff has negotiated a contract with Spohn Ranch for this project which will include a 20,164 square foot concrete pad, 16,000 square feet of equipment, a 960 square foot pro shop, lighting, grading, retro-fitting of the irrigation system, and additional fencing.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lodi hereby finds as follows:

- 1.) The City Council has reviewed all documentation and hereby certifies the filing of a Mitigated Negative Declaration by the Community Development Director as adequate environmental documentation for the proposed Lodi Skate Park Project at Kofu Park; and
- 2.) That the City Manager is hereby authorized and directed to execute an Agreement between the City of Lodi and Spohn Ranch for the Design, Construction, and Operation of a Skate Park Facility at Kofu Park; and
- 3.) Further authorizes staff to proceed with the Construction of the Lodi Skate Park Project at Kofu Park at a cost of approximately \$540,522.19.

Dated: June 6, 2001

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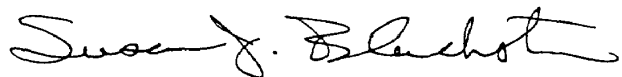
I hereby certify that Resolution No. 2001-143 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 6, 2001, by the following vote:

AYES: COUNCIL MEMBERS – Howard, Land, Pennino and Mayor
Nakanishi

NOES: COUNCIL MEMBERS – Hitchcock

ABSENT: COUNCIL MEMBERS – None

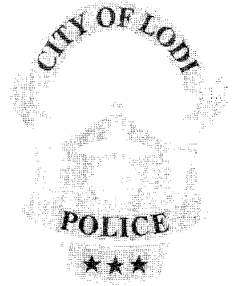
ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk

Jerry J. Adams
Chief of Police

LODI POLICE DEPARTMENT
230 West Elm Street
Lodi, California 95240
(209) 333-6727



May 29, 2001

Lodi City Council
P. O. Box 3006
Lodi, CA 95241

Dear Mayor Nakanishi and Council Members,

I am submitting this letter of support for the proposed Kofu Skate Park for your consideration.

The Lodi Police Department is committed to providing positive activity alternatives to young people where possible. We certainly support recreational facilities that will give kids a fun and safe place to go. The proposed Kofu Skate Park has the added benefit of providing a venue so that those youth who would normally trespass to skateboard, or vandalize areas, would no longer have the excuse that "there is no place to go."

I encourage you to vote favorably on the Kofu Skate Park. I believe it will be good for our community to provide this supervised location offering organized activities for our youth.

Sincerely,

A handwritten signature in black ink that reads "Jerry J. Adams". The signature is written in a cursive style with a large initial "J".

Jerry J. Adams
Chief of Police

JJA:sm

Information fact sheet #1

RE: Skatepark at Kofu Park

	<u>Council meeting</u> <u>8/2/01</u>	<u>Now</u>
HOURS	Dawn to dusk (Some council members felt dawn-6 a.m. too early)	9 a.m. – 10 p.m.
LIGHTING	None Use mother nature as lighting	\$ 105,000 cost for lighting
PARK COST	\$250,000 cost per Mr. Vaccarezza (council looks at \$300,000 park cost)	\$ 540,552 cost for park project
DISCUSSIONS WITH NEIGHBORS IN KOFU PARK AREA	Councilmembers Land, Pennino & Hitchcock all recommended staff and committee meet with neighbors to discuss project	None to date

Information fact sheet #2

RE: Skatepark at Kofu Park

Skateboard park information by city				
<u>CITY</u>	<u>HOMES IN</u> <u>AREA</u>	<u>LIGHTED</u>	<u>FEE</u>	<u>SUPERVISED</u>
Fremont	NO	NO	NO	NO
Mt. View	300-400 yds. (not too happy)	NO	NO	NO
Santa Rosa (in a 25 A park)	NO	NO	NO	NO
Dublin (in a 50 A park)	YES Park built first & homes built after	YES	NO	NO
Alameda (built in old naval station)	NO	NO	NO	NO
Roseville	Yes (a few homes in the area)	YES	YES	YES
Ft. Lauderdale, FL. (use P.A. music)	NO	YES	YES	YES
Gilroy	Did \$25,000 study to make sure site would not cause problems for any residents	NO	NO	YES
San Ramon (commercial area) residential too controversial	NO	YES	NO	NO
Chatanooga, TN. (commercial area)	NO	YES	YES	YES
Ft. Meyers, FL. (metro area)	NO	YES	YES	YES
West Palm Beach (yo be built)	NO	YES	YES	YES

Information fact sheet #3

RE: Skatepark at Kofu Park

<u>Park name</u>	<u>Acres</u>	<u>Activity/Facilities</u>
Beckman Park	16.6 A	2 T-ball fields, 2 soccer fields, par course, playground area, picnic area, restrooms
Henry Graves Park	15.0 A	2 soccer fields, playground area, par course, restrooms, picnic area
Kofu Park	10.0 A	Lighted baseball field, lighted Little League Field, lighted soccer field, 5 lighted tennis courts, picnic area, restrooms.
Samuel Salas Park	26.0 A	4 baseball fields, 3 lighted soccer fields, playground area, group group picnic area, horseshoe pits, restrooms.
Vinewood Park	16.0 A	Softball field, Little League field, 3 soccer fields, restrooms.
Westgate Park	22.0 A	Playground area, open lawn area.
DeBenedetti Park	29 A+	

Bama copy

From: ramsey_m <MarlaRamsey@colliergov.net>
To: 'bama' <bama@lodinet.com>
Date: Wednesday, May 30, 2001 10:03 AM
Subject: RE: Skatepark

Jane,

Our skatepark will be 4 years old in October.
Our population is 251,000
The skatepark is located in a community park which is starting to see new growth and redevelopment.
Currently most of the users of the skate park are driven to the location.
Our monthly income is \$300...generated from the 7% of gross revenues.
Our annual maintenance costs are averaging \$15,000. Last year we also spent \$50,000 in a new ramp and refurbishment of some existing ramps.

If you need any other information please let me know

Marla Ramsey
Director of Parks and Recreation
(941) 353-0404

-----Original Message-----

From: bama [mailto:bama@lodinet.com]
Sent: Wednesday, May 30, 2001 8:14 AM
To: MarlaRamsey@colliergov.net
Subject: Skatepark

Ms Ramsey,
I understand that Collier County has a skatepark that is managed by Sanctuary Skateparks. I hope you will be able to answer a few questions for me:

How long has the park been in existence?
What is the population of Collier County?
What is the location of the park? Is it located close to residences?
What is the approximate "monthly" income generated back to the County from the operation of the Skatepark?

I hope you can be of assistance.
Thank you,
Jane Thurman

From: Hamrick, Ben <Ben.Hamrick@macon.ga.us>
To: 'bama@lodinet.com' <bama@lodinet.com>
Cc: Anthony, Michael <Michael.Anthony@macon.ga.us>; Fortson, J. Larry
<Larry.Fortson@macon.ga.us>; Haslem, Sylvia <Sylvia.Haslem@macon.ga.us>
Date: Thursday, May 24, 2001 12:07 PM
Subject: Sanctuary Skateparks, Inc.

Ms Thurman,

The City of Macon has a 10 year contract with Sanctuary Skateparks, Inc. to operate the Sanctuary Skatepark of Macon. They pay us a percentage of their gross revenues every month. At the present time it is approx. \$385 per month. The population for the City of Macon is between 97,000 and 98,000 per the 2000 census.

If you need any additional information or if I may be of further assistance to you please feel free to contact me either by email at ben.hamrick@macon.ga.us or by telephone at (478)751-9286.

Thanks,
Ben Hamrick